

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

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

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

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:** 04/01/2009      **RECEIVED DATE:** 12/17/2014

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

**INACTIVE DATE:**      **AMENDMENT DATE:** 07/01/2014

**CONTRACT COMMENT:** evergreen

**REASONS FOR FILING**

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

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** Amend Rate Schedule CEIP MS-102 effective 7/1/14 (Administrative Oversight)

**OTHER(EXPLAIN):** Changing Contact RRC No. effective 12/1/14

**PREPARER - PERSON FILING**

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

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

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

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

**ADDRESS LINE 2:**

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

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

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
31564	**CONFIDENTIAL**	Y	

**CURRENT RATE COMPONENT**

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

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

**RATE ADJUSTMENT PROVISIONS:**

None

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
73273	D	MMBTU	\$.0000	04/01/2009	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	31564	**CONFIDENTIAL**			

**TYPE SERVICE PROVIDED**

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

**TUC APPLICABILITY**

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

The parties are affiliated.

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

GAS SERVICES DIVISION

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

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

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

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**      **RECEIVED DATE:** 02/14/2018

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

**INACTIVE DATE:**      **AMENDMENT DATE:** 09/01/2015

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

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

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Effective 7/1/17: ADMINISTRATIVE OVERSIGHT - Add Delivery Points - Wadsworth and Federal RD to this tariff

**PREPARER - PERSON FILING**

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

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

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

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

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

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
31563	**CONFIDENTIAL**	Y	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

RRC COID: 7710

COMPANY NAME: CENTERPOINT ENERGY INTRA P/L,LLC

TARIFF CODE: TT

RRC TARIFF NO: 22805

## CURRENT RATE COMPONENT

RATE COMP. IDDESCRIPTION

Terms and Cond 1B

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

## 12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that each Shipper is responsible for balancing the receipts and deliveries according to its Transportation Service Agreement. It shall be the Shipper's responsibility to cause gas to be delivered to Company as scheduled at the Receipt Point(s) and cause gas to be taken at the Delivery Point(s) in accordance with the applicable schedule nominations.

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

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

12.4 Company shall monitor the accumulation of daily Imbalances by Shipper and shall have the right to take corrective action as required.

## 12.5 Daily Imbalances During Critical Period Events

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

Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its pipeline system.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours 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

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**CURRENT RATE COMPONENT**

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

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

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**CURRENT RATE COMPONENT**

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	<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.</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>T-110 AVAILABILITY This natural gas transportation rate schedule is available to a Transportation Customer at points of adequate capacity and suitable pressure on existing facilities of CenterPoint Energy Intrastate Pipelines, Inc. (hereinafter called Company).</p> <p>APPLICATION This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement (Agreement) has been executed after January 1, 2007 between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point; and (d) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms).</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

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

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p><b>NET MONTHLY RATE</b> The Net Monthly Rate for gas transported under this Rate Schedule shall be a monthly service charge of \$500.00 plus a rate per MMBtu for all gas transported and delivered to the facilities of an End-use Customer during a billing period equal to the sum of: (i) First 3,000 MMBtu @ \$0.75 per MMBtu Over 3,000 MMBtu @ \$0.18 per MMBtu; plus (ii) Payments To Governmental Authorities, as defined in this Rate Schedule and the General Terms.</p> <p><b>PAYMENTS TO GOVERNMENTAL AUTHORITIES</b> In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.</p> <p><b>OTHER CHARGES</b> Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to telemetering and imbalances.</p> <p><b>BILLING AND PAYMENT</b> Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may, upon five (5) days written notice to Shipper, suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p><b>NATURAL GAS ACT</b> Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.</p> <p><b>WRITTEN SERVICE AGREEMENT</b> Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p><b>CURTAILMENT</b> In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p><b>MEASUREMENT</b> The parties shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p><b>GENERAL TERMS AND CONDITIONS</b> Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p>
Terms and Cond 1A	<p>CENTERPOINT ENERGY INTRASTATE PIPELINES, INC. GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE</p> <p>1. APPLICABILITY 1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY INTRASTATE PIPELINES, INC. ( Company) under the following rate schedule(s):  Rate Schedule T-110</p> <p>2. DEFINITIONS 2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and a Shipper as described in Section 3 herein, including any and all Exhibit A Addendums thereto.  2.2 The term Annual Volume Limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in the Agreement.</p>



## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

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

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

## GAS SERVICES DIVISION

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>2.23 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p>
	<p><b>3. TRANSPORTATION SERVICE AGREEMENTS</b></p>
	<p>3.1 Company will provide transportation service to a Shipper only after both parties have executed a binding Transportation Service Agreement. Upon request of a Shipper, Company shall offer the Shipper a Transportation Service Agreement in a form acceptable to Company.</p>
	<p>3.2 Unless waived by Company, if a Shipper fails to execute and return to Company the Transportation Service Agreement within ten (10) Business Days after such agreement is tendered by Company for execution, then Shipper's request and the Transportation Service Agreement shall be null and void.</p>
	<p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, these General Terms as amended from time to time, the terms of Rate Schedule T-110 as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p>
	<p>3.4 Shipper or potential Shipper must agree to a minimum term of one year under any Transportation Service Agreement.</p>
	<p>3.5 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p>
	<p>3.5.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p>
	<p>3.5.1.1 A copy of Shipper's most recent audited financial statements;</p>
	<p>3.5.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p>
	<p>3.5.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p>
	<p>3.5.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p>
	<p>3.5.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p>
	<p>3.5.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p>
	<p>3.5.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p>
	<p>3.5.2.3 Shipper must have not significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p>
	<p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:</p>
	<p>(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;</p>
	<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><b>4. EXHIBIT A ADDENDUMS TO TRANSPORTATION SERVICE AGREEMENTS</b></p>
	<p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A Request.</p>
	<p>4.2 A Shipper may request the initiation of new transportation service under a Transportation Service Agreement, or changes to or the renewal of an existing Exhibit A Addendum, by submitting an Exhibit A Request to Company. All Exhibit A Requests to initiate new service must be submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. All Exhibit A Requests for changes to or the renewal of an existing Exhibit A Addendum must be submitted to Company at least fifteen (15) days prior to the anticipated change to or renewal of such Exhibit A Addendum. Company shall, within ten (10) Business Days after receipt of such an Exhibit A Request, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A Request has</p>

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

been approved or is deficient. If Company deems the Exhibit A Request deficient, Shipper shall have the opportunity to resubmit a corrected Exhibit A Request subject to the notification requirements as set for in this Section.

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

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

4.3.2 A request to increase the MDQ, MHQ or AVL under an existing Exhibit A Addendum;

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

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

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

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

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The MHQ; and

4.4.2.3 The AVL;

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

4.4.4 Term of Service - Shipper or potential Shipper must request a minimum term of one year to initiate service or add a new Receipt Point or Delivery Point;

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

4.4.6 Upstream pipeline contact information for confirmations

4.4.7 Identification of the Applicable Indexes to be used for calculating Imbalance payments pursuant to Section 12 herein and the Lost and Unaccounted for Gas and Fuel percentage to be used in that calculation:

4.4.7.1 Applicable Daily Index;

4.4.7.2 Applicable Alternative Daily Index;

4.4.7.3 Cash-out Index; and

4.4.7.4 Lost and Unaccounted For Gas and Fuel as a Percent of Gas Received at Receipt Point

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

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

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

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

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

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

**5. SCHEDULING AND NOMINATIONS**

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time three days prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system.

Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

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

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

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

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

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

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

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

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

**7. RECEIPT OF GAS FOR TRANSPORT**

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

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

**8. WARRANTY OF TITLE**

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all 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 that exceeds the available capacity of Company's facilities.

**10. GAS TRANSPORTED BY COMPANY**

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to Company's upstream delivery pipelines. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>11. FACILITIES</p> <p>11.1 Any extension or upgrade of Company's gas transportation facilities necessary to provide transportation service under a Transportation Service Agreement shall be governed by a separate facilities agreement between Company and Shipper. In any event, if Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>11.2 Telemetry is required at all Delivery Points and Receipt Points to determine hourly and daily flow of gas at such Receipt Points and Delivery Points. Shipper shall reimburse Company or cause Company to be reimbursed for the full, installed cost of such telemetry.</p> <p>11.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines and service, if required for Company to use its telemetry equipment.</p> <p>Should Shipper or Shipper's designee fail to maintain or repair such telecommunications lines and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary.</p>

**RATE ADJUSTMENT PROVISIONS:**

None

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**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
73278		MMBTU	\$ .0000	10/01/2004	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
Customer    31563                      **CONFIDENTIAL**					
73277		MMBTU	\$ .0000	10/01/2004	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
Customer    31563                      **CONFIDENTIAL**					
73270	D	MMBTU	\$ .0000	10/01/2004	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
Customer    31563                      **CONFIDENTIAL**					
73276		MMBTU	\$ .0000	10/01/2004	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
Customer    31563                      **CONFIDENTIAL**					
73279		MMBTU	\$ .0000	10/01/2004	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
Customer    31563                      **CONFIDENTIAL**					
73280		MMBTU	\$ .0000	10/01/2004	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
Customer    31563                      **CONFIDENTIAL**					
73281		MMBTU	\$ .0000	10/01/2004	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
Customer    31563                      **CONFIDENTIAL**					
73282		MMBTU	\$ .0000	10/01/2004	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
Customer    31563                      **CONFIDENTIAL**					
73283		MMBTU	\$ .0000	10/01/2004	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
Customer    31563                      **CONFIDENTIAL**					
73284		MMBTU	\$ .0000	10/01/2004	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
Customer    31563                      **CONFIDENTIAL**					

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

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
73285		MMBTU	\$ .0000	10/01/2004	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
<b>Customer</b>	31563	<b>**CONFIDENTIAL**</b>			
73286		MMBTU	\$ .0000	10/01/2004	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
<b>Customer</b>	31563	<b>**CONFIDENTIAL**</b>			
73287		MMBTU	\$ .0000	10/01/2004	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
<b>Customer</b>	31563	<b>**CONFIDENTIAL**</b>			
73288		MMBTU	\$ .0000	10/01/2004	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
<b>Customer</b>	31563	<b>**CONFIDENTIAL**</b>			
73289		MMBTU	\$ .0000	10/01/2004	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
<b>Customer</b>	31563	<b>**CONFIDENTIAL**</b>			
73290		MMBTU	\$ .0000	10/01/2004	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
<b>Customer</b>	31563	<b>**CONFIDENTIAL**</b>			
73291		MMBTU	\$ .0000	10/01/2004	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
<b>Customer</b>	31563	<b>**CONFIDENTIAL**</b>			
73292		MMBTU	\$ .0000	10/01/2004	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
<b>Customer</b>	31563	<b>**CONFIDENTIAL**</b>			
73293		MMBTU	\$ .0000	10/01/2004	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
<b>Customer</b>	31563	<b>**CONFIDENTIAL**</b>			
73294		MMBTU	\$ .0000	10/01/2004	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
<b>Customer</b>	31563	<b>**CONFIDENTIAL**</b>			

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

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

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
73295		MMBTU	\$ .0000	10/01/2004	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
Customer    31563                      **CONFIDENTIAL**					
73296		MMBTU	\$ .0000	10/01/2004	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
Customer    31563                      **CONFIDENTIAL**					
73297		MMBTU	\$ .0000	10/01/2004	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
Customer    31563                      **CONFIDENTIAL**					
73298		MMBTU	\$ .0000	10/01/2004	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
Customer    31563                      **CONFIDENTIAL**					
73299		MMBTU	\$ .0000	10/01/2004	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
Customer    31563                      **CONFIDENTIAL**					
73300		MMBTU	\$ .0000	10/01/2004	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
Customer    31563                      **CONFIDENTIAL**					
73301		MMBTU	\$ .0000	10/01/2004	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
Customer    31563                      **CONFIDENTIAL**					
73302		MMBTU	\$ .0000	10/01/2004	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
Customer    31563                      **CONFIDENTIAL**					
73303		MMBTU	\$ .0000	10/01/2004	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
Customer    31563                      **CONFIDENTIAL**					
73304		MMBTU	\$ .0000	10/01/2004	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
Customer    31563                      **CONFIDENTIAL**					



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

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

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
73305		MMBTU	\$ .0000	10/01/2004	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
Customer    31563                      **CONFIDENTIAL**					
73306		MMBTU	\$ .0000	10/01/2004	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
Customer    31563                      **CONFIDENTIAL**					
73307		MMBTU	\$ .0000	10/01/2004	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
Customer    31563                      **CONFIDENTIAL**					
73308		MMBTU	\$ .0000	10/01/2004	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
Customer    31563                      **CONFIDENTIAL**					
73309		MMBTU	\$ .0000	10/01/2004	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
Customer    31563                      **CONFIDENTIAL**					
73310		MMBTU	\$ .0000	10/01/2004	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
Customer    31563                      **CONFIDENTIAL**					
73311		MMBTU	\$ .0000	10/01/2004	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
Customer    31563                      **CONFIDENTIAL**					
73312		MMBTU	\$ .0000	10/01/2004	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
Customer    31563                      **CONFIDENTIAL**					
73313		MMBTU	\$ .0000	10/01/2004	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
Customer    31563                      **CONFIDENTIAL**					
93093	D	MMBtu	\$ .0000	07/01/2017	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
Customer    31563                      **CONFIDENTIAL**					

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

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

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
93096	D	MMBtu	\$.0000	07/01/2017	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	31563	**CONFIDENTIAL**			

**TYPE SERVICE PROVIDED**

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

**TUC APPLICABILITY**

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

The parties are affiliated.

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

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

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

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:** 03/01/1994      **RECEIVED DATE:** 12/15/2014

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

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

**CONTRACT COMMENT:** evergreen

**REASONS FOR FILING**

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

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Changing Contact RRC No. effective 12/1/14

**PREPARER - PERSON FILING**

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

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

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

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

**ADDRESS LINE 2:**

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

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

**CUSTOMERS**

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

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

**CURRENT RATE COMPONENT**

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

**RATE ADJUSTMENT PROVISIONS:**

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

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

**DELIVERY POINTS**

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

**TYPE SERVICE PROVIDED**

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

**TUC APPLICABILITY**

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

The parties are affiliated.

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

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

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

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**      **RECEIVED DATE:** 12/15/2014

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

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

**CONTRACT COMMENT:** evergreen

**REASONS FOR FILING**

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

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Changing Contact RRC No. effective 12/1/14

**PREPARER - PERSON FILING**

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

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

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

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

**ADDRESS LINE 2:**

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

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

**CUSTOMERS**

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

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

**CURRENT RATE COMPONENT**

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

**RATE ADJUSTMENT PROVISIONS:**  
None

**DELIVERY POINTS**

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

**TYPE SERVICE PROVIDED**

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

**TUC APPLICABILITY**

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

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

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



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

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

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

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:** 08/31/1993      **RECEIVED DATE:** 12/15/2014

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

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

**CONTRACT COMMENT:** evergreen

**REASONS FOR FILING**

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

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Changing Contact RRC No. effective 12/1/14

**PREPARER - PERSON FILING**

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

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

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

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

**ADDRESS LINE 2:**

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

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

**CUSTOMERS**

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

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 22809
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
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UT-22

## AVAILABILITY

Service under this natural gas transportation rate schedule shall be available to a Transportation Customer at existing interconnects, as specified in the written contract contemplated hereby, between such Transportation Customer and CENTERPOINT ENERGY INTRASTATE PIPELINES, INC. (herein Company) in Gregg County, Texas or at existing city gate stations or other facilities of adequate capacity and suitable pressure in Gregg County, Texas.

**APPLICATION** This natural gas transportation rate schedule is applicable to general natural gas transportation service for any Transportation Customer where (i) Company and such Transportation Customer execute or contract or an amendment to a contract on or before January 15, 1993; (ii) where the Transportation Customer arranges for and/or causes delivery to Company at Company's facilities a load not to exceed the maximum load specified in the written contract between Company's Transportation Customer and/or End-Use Buyer, as defined in this rate schedule, and Company redelivers an Equivalent Quantity of Natural Gas, as defined in this rate schedule, to an End-Use Buyer, as defined in this rate schedule, at a Qualified Redelivery Point, as defined in this rate schedule; and (iii) Company does not take title to or own the gas so transported under this rate schedule.

**NET MONTHLY TRANSPORTATION RATE** The Net Monthly Transportation Rate per MMBtu for all gas redelivered under this rate schedule shall be an amount equal to the sum of (i) five cents (\$0.05) per MMBtu; plus (ii) applicable taxes, as defined in this rate schedule.

**APPLICABLE TAXES** The term applicable taxes shall mean the full amount of any taxes or charges (of every kind and character except franchise and excess profits taxes and taxes measured by net income) levied, assessed or fixed by any municipal or governmental authority against Company or its business in connection with or attributable to the volumes, value or gross receipts from the transportation of the gas delivered by the Transportation Customer to Company hereunder.

**DEFINITIONS** 1. The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Transportation Customer to Company on any one day less, if applicable, a quantity of natural gas attributable to but not limited to Company's fuel use, line loss and shrinkage. Such quantity of natural gas attributable to but not limited to Company's fuel use, line loss and shrinkage shall be established by the provisions of the written contract contemplated hereby. 2. The term End-Use Buyer shall mean any buyer of natural gas transported hereunder who receives or takes possession of such gas at a Qualified Redelivery Point, as defined in this rate schedule. Such End-Use Buyer shall have, in existence, a valid gas sales contract with Company's Transportation Customer executed for the time period contemplated by this rate schedule. 3. The term Qualified Redelivery Point shall mean a point specified in the written contract contemplated hereby located on existing facilities of Company where Company has sufficient capacity to transport and redeliver a load per day specified in the written contract contemplated hereby.

**NATURAL GAS ACT** Company shall not be obligated to transport any gas under this rate schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act.

**WRITTEN CONTRACT** Service under this natural gas transportation rate schedule is contingent upon a Transportation Customer being a party to a Gas Transportation Contract with Company. This Transportation Contract must be in a form and on terms and conditions acceptable to Company.

**CURTAILMENT** In the event of curtailment by Company of Company's sales customers, Company shall curtail the Transportation Customer (without any liability to such Transportation Customer for damages or otherwise) at the point(s) of redelivery in the same manner as Company's sales customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail any Transportation Customer at the point(s) of redelivery unless such curtailment will benefit Company's sales customers; provided, however, if any regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order.

**MEASUREMENT** The measurement of the natural gas redelivered by Company on behalf of a Transportation Customer to an End-Use Buyer shall be in accordance with the provisions of the written contract contemplated hereinabove.

**GROSS HEATING VALUE** The gross heating value of the natural gas redelivered by Company on behalf of a Transportation Customer to an End-Use Buyer shall be in accordance with the provisions of the written contract contemplated hereinabove.

**BILLING AND PAYMENT** The billing and payment for the natural gas redelivered by Company on behalf of a Transportation Customer to an End-Use Buyer shall be in accordance with the provisions of the written contract contemplated hereinabove.

**BALANCING** Company will use its best efforts to redeliver the natural gas contemplated hereunder at the points of redelivery each day at the same rate at which Company is receiving gas hereunder at the points of delivery during each day.

**RULES AND REGULATIONS** Service under this natural gas transportation rate schedule shall be furnished in accordance with the provisions of the written contract contemplated hereby and Company's General Rules and Regulations, as such rules may be amended from time to time. These General Rules and Regulations shall be on file and available for inspection at Company's office.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

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

**RATE ADJUSTMENT PROVISIONS:**

None

**DELIVERY POINTS**

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

**TYPE SERVICE PROVIDED**

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

**TUC APPLICABILITY**

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

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

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

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

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:** 04/01/2005      **RECEIVED DATE:** 12/15/2014

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

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

**CONTRACT COMMENT:** evergreen

**REASONS FOR FILING**

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

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Changing Contact RRC No. effective 12/1/14

**PREPARER - PERSON FILING**

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

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

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

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

**ADDRESS LINE 2:**

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

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

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
31563	**CONFIDENTIAL**	Y	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

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

**CURRENT RATE COMPONENT**

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

**RATE ADJUSTMENT PROVISIONS:**

None

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
73270	D	MMBTU	\$ .0000	10/01/2006	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	31563	**CONFIDENTIAL**			

**TYPE SERVICE PROVIDED**

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

**TUC APPLICABILITY**

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

The parties are affiliated.

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

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

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

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**      **RECEIVED DATE:** 06/15/2015

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

**INACTIVE DATE:**      **AMENDMENT DATE:** 06/01/2015

**CONTRACT COMMENT:** evergreen

**REASONS FOR FILING**

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

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** Effective 6/1/15: Amended the Rate Schedule T-101

**OTHER(EXPLAIN):** None

**PREPARER - PERSON FILING**

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

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

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

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

**ADDRESS LINE 2:**

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

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

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
31563	**CONFIDENTIAL**	Y	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 22835
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**CURRENT RATE COMPONENT**

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

**RATE ADJUSTMENT PROVISIONS:**

None

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
73270	D	MMBTU	\$ .0000	07/01/2009	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	31563	**CONFIDENTIAL**			

**TYPE SERVICE PROVIDED**

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



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

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

**TUC APPLICABILITY**

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

The parties are affiliated.

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

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

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

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**      **RECEIVED DATE:** 12/15/2014

**INITIAL SERVICE DATE:** 07/01/2013      **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):** Changing Contact RRC No. effective 12/1/14

**PREPARER - PERSON FILING**

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

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

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

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

**ADDRESS LINE 2:**

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

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

**CUSTOMERS**

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

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

**CURRENT RATE COMPONENT**

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

**RATE ADJUSTMENT PROVISIONS:**

None

**DELIVERY POINTS**

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

**TYPE SERVICE PROVIDED**

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

**TUC APPLICABILITY**

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

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

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

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

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**      **RECEIVED DATE:** 12/15/2014

**INITIAL SERVICE DATE:** 07/01/2013      **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):** Changing Contact RRC No. effective 12/1/14

**PREPARER - PERSON FILING**

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

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

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

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

**ADDRESS LINE 2:**

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

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

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
31563	**CONFIDENTIAL**	Y	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 26638
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**CURRENT RATE COMPONENT**

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

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

**CURRENT RATE COMPONENT**

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

**RATE ADJUSTMENT PROVISIONS:**

None

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
86400	D	MMBtu	\$.0000	07/01/2013	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	31563	**CONFIDENTIAL**			
86398	D	MMBtu	\$.0000	07/01/2013	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	31563	**CONFIDENTIAL**			
86399	D	MMBtu	\$.0000	07/01/2013	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	31563	**CONFIDENTIAL**			

**TYPE SERVICE PROVIDED**

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

**TUC APPLICABILITY**

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

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE:** TT      **RRC TARIFF NO:** 26676

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

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**      **RECEIVED DATE:** 09/21/2015

**INITIAL SERVICE DATE:** 09/01/2013      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**      **AMENDMENT DATE:** 09/01/2015

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

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

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** Effective 9/1/15: Amended the Terms and Condi 1A and 1B

**OTHER(EXPLAIN):** None

**PREPARER - PERSON FILING**

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

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

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

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

**ADDRESS LINE 2:**

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

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

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
34909	**CONFIDENTIAL**	Y	



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 26676
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**CURRENT RATE COMPONENT**

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 26676
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**CURRENT RATE COMPONENT**

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 26676
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**CURRENT RATE COMPONENT**

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

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 26676
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**CURRENT RATE COMPONENT**

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE:** TT                      **RRC TARIFF NO:** 26676

**CURRENT RATE COMPONENT**

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 26676
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**CURRENT RATE COMPONENT**

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE:** TT                      **RRC TARIFF NO:** 26676

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	Cash-Out Price                                      the Cash-Out Price
	From 0% to 5%                                      100%                                      100%
	From 5% to 10%                                      80%                                      120%
	From 10% to 15%                                      70%                                      130%
	From 15% to 20%                                      60%                                      140%
	Greater than 20%                                      50%                                      150%
	12.7.2 The Cash Out Price for Overages and Underages shall be the Cash-out Index specified in the Agreement.
	12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to Imbalances prospectively.
	12.9 Imbalances caused by Shipper's reliance on Imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.
	<b>13. BILLING AND PAYMENT</b>
	13.1 Company shall invoice Shipper on or before the 15th day of each month (Billing Date) for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.
	13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.
	13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.
	13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.
	13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.
	<b>14. ASSURANCE OF PERFORMANCE</b>
	If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.
	<b>15. EVENT OF DEFAULT AND EARLY TERMINATION</b>
	15.1 In the event (each an Event of Default) Shipper or its guarantor shall:
	15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
	15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
	15.1.3 otherwise become bankrupt or insolvent (however evidenced);
	15.1.4 be unable to pay its debts as they fall due;

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

RRC COID: 7710

COMPANY NAME: CENTERPOINT ENERGY INTRA P/L,LLC

TARIFF CODE: TT

RRC TARIFF NO: 26676

## CURRENT RATE COMPONENT

RATE COMP. IDDESCRIPTION

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

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

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

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

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

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

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

## 16. LIMITATIONS OF LIABILITY AND FORCE MEJEURE

## 16.1 Limitations of Liability

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

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

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



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE:** TT      **RRC TARIFF NO:** 26676

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
T-110	<p>OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p><b>AVAILABILITY</b> This natural gas transportation rate schedule is available to a Transportation Customer at points of adequate capacity and suitable pressure on existing facilities of CenterPoint Energy Intrastate Pipelines, Inc. (hereinafter called Company).</p> <p><b>APPLICATION</b> This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement (Agreement) has been executed after January 1, 2007 between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point; and (d) Company does not take title to or own the gas so transported.</p> <p><b>DEFINITIONS</b> For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms).</p> <p><b>NET MONTHLY RATE</b> The Net Monthly Rate for gas transported under this Rate Schedule shall be a monthly service charge of \$500.00 plus a rate per MMBtu for all gas transported and delivered to the facilities of an End-use Customer during a billing period equal to the sum of: (i) First 3,000 MMBtu @ \$0.75 per MMBtu Over 3,000 MMBtu @ \$0.18 per MMBtu; plus (ii) Payments To Governmental Authorities, as defined in this Rate Schedule and the General Terms.</p> <p><b>PAYMENTS TO GOVERNMENTAL AUTHORITIES</b> In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.</p> <p><b>OTHER CHARGES</b> Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to telemetering and imbalances.</p> <p><b>BILLING AND PAYMENT</b> Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE:** TT      **RRC TARIFF NO:** 26676

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may, upon five (5) days written notice to Shipper, suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT 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 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 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 The parties shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS 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>
73270	D	MMBTU	\$.0000	09/01/2013	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	34909	**CONFIDENTIAL**			
86914	D	MMBTu	\$.0000	09/01/2013	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	34909	**CONFIDENTIAL**			

**TYPE SERVICE PROVIDED**

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

**TUC APPLICABILITY**

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

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE:** TT      **RRC TARIFF NO:** 28177

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

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**      **RECEIVED DATE:** 09/24/2015

**INITIAL SERVICE DATE:** 09/01/2015      **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:** 857      **ACTIVE FLAG:** Y      **INACTIVE DATE:**

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

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

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

**ADDRESS LINE 2:**

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

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

**CUSTOMERS**

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

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 28177
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
Terms and Cond 1B	<p>CENTERPOINT ENERGY INTRASTATE PIPELINES, INC. GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that each Shipper is responsible for balancing the receipts and deliveries according to its Transportation Service Agreement. It shall be the Shipper's responsibility to cause gas to be delivered to Company as scheduled at the Receipt Point(s) and cause gas to be taken at the Delivery Point(s) in accordance with the applicable schedule nominations.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid Imbalances, and (ii) when Imbalances occur, to correct any such Imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily Imbalance information which shall notify Shipper of any Imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual Imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily Imbalances by Shipper and shall have the right to take corrective action as required.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such Imbalances (i) impair Company's ability to maintain the operational integrity of its pipeline system, or (ii) adversely affect Company's cost of gas purchased for resale to its sales service customers, if any, then the Company may declare a Critical Period Event. Critical Period Event can be either: (i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries).</p> <p>Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its pipeline system.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An Imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative Imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative Imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE:** TT      **RRC TARIFF NO:** 28177

**CURRENT RATE COMPONENT**

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

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 28177
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
14.	<p><b>ASSURANCE OF PERFORMANCE</b> If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.</p>
15.	<p><b>EVENT OF DEFAULT AND EARLY TERMINATION</b> 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 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>
16.	<p><b>LIMITATIONS OF LIABILITY AND FORCE MEJEURE</b> 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:** 7710                      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT                      **RRC TARIFF NO:** 28177

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<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.</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>T-110 AVAILABILITY This natural gas transportation rate schedule is available to a Transportation Customer at points of adequate capacity and suitable pressure on existing facilities of CenterPoint Energy Intrastate Pipelines, Inc. (hereinafter called Company).</p> <p>APPLICATION This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement (Agreement) has been executed after January 1, 2007 between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point; and (d) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms).</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE:** TT                      **RRC TARIFF NO:** 28177

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p><b>NET MONTHLY RATE</b> The Net Monthly Rate for gas transported under this Rate Schedule shall be a monthly service charge of \$500.00 plus a rate per MMBtu for all gas transported and delivered to the facilities of an End-use Customer during a billing period equal to the sum of: (i) First 3,000 MMBtu @ \$0.75 per MMBtu Over 3,000 MMBtu @ \$0.18 per MMBtu; plus (ii) Payments To Governmental Authorities, as defined in this Rate Schedule and the General Terms.</p> <p><b>PAYMENTS TO GOVERNMENTAL AUTHORITIES</b> In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.</p> <p><b>OTHER CHARGES</b> Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to telemetering and imbalances.</p> <p><b>BILLING AND PAYMENT</b> Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may, upon five (5) days written notice to Shipper, suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p><b>NATURAL GAS ACT</b> Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.</p> <p><b>WRITTEN SERVICE AGREEMENT</b> Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p><b>CURTAILMENT</b> In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p><b>MEASUREMENT</b> The parties shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p><b>GENERAL TERMS AND CONDITIONS</b> Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p>
Terms and Cond 1A	<p>CENTERPOINT ENERGY INTRASTATE PIPELINES, INC. GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE</p> <p>1. APPLICABILITY 1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY INTRASTATE PIPELINES, INC. ( Company) under the following rate schedule(s):  Rate Schedule T-110</p> <p>2. DEFINITIONS 2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and a Shipper as described in Section 3 herein, including any and all Exhibit A Addendums thereto.  2.2 The term Annual Volume Limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in the Agreement.</p>



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 28177
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**CURRENT RATE COMPONENT**

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

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 28177
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>2.23 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p>
	<p><b>3. TRANSPORTATION SERVICE AGREEMENTS</b></p>
	<p>3.1 Company will provide transportation service to a Shipper only after both parties have executed a binding Transportation Service Agreement. Upon request of a Shipper, Company shall offer the Shipper a Transportation Service Agreement in a form acceptable to Company.</p>
	<p>3.2 Unless waived by Company, if a Shipper fails to execute and return to Company the Transportation Service Agreement within ten (10) Business Days after such agreement is tendered by Company for execution, then Shipper's request and the Transportation Service Agreement shall be null and void.</p>
	<p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, these General Terms as amended from time to time, the terms of Rate Schedule T-110 as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p>
	<p>3.4 Shipper or potential Shipper must agree to a minimum term of one year under any Transportation Service Agreement.</p>
	<p>3.5 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p>
	<p>3.5.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p>
	<p>3.5.1.1 A copy of Shipper's most recent audited financial statements;</p>
	<p>3.5.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p>
	<p>3.5.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p>
	<p>3.5.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p>
	<p>3.5.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p>
	<p>3.5.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p>
	<p>3.5.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p>
	<p>3.5.2.3 Shipper must have not significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p>
	<p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:</p>
	<p>(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;</p>
	<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><b>4. EXHIBIT A ADDENDUMS TO TRANSPORTATION SERVICE AGREEMENTS</b></p>
	<p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A Request.</p>
	<p>4.2 A Shipper may request the initiation of new transportation service under a Transportation Service Agreement, or changes to or the renewal of an existing Exhibit A Addendum, by submitting an Exhibit A Request to Company. All Exhibit A Requests to initiate new service must be submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. All Exhibit A Requests for changes to or the renewal of an existing Exhibit A Addendum must be submitted to Company at least fifteen (15) days prior to the anticipated change to or renewal of such Exhibit A Addendum. Company shall, within ten (10) Business Days after receipt of such an Exhibit A Request, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A Request has</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 28177
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

been approved or is deficient. If Company deems the Exhibit A Request deficient, Shipper shall have the opportunity to resubmit a corrected Exhibit A Request subject to the notification requirements as set for in this Section.

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

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

4.3.2 A request to increase the MDQ, MHQ or AVL under an existing Exhibit A Addendum;

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

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

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

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

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The MHQ; and

4.4.2.3 The AVL;

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

4.4.4 Term of Service - Shipper or potential Shipper must request a minimum term of one year to initiate service or add a new Receipt Point or Delivery Point;

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

4.4.6 Upstream pipeline contact information for confirmations

4.4.7 Identification of the Applicable Indexes to be used for calculating Imbalance payments pursuant to Section 12 herein and the Lost and Unaccounted for Gas and Fuel percentage to be used in that calculation:

4.4.7.1 Applicable Daily Index;

4.4.7.2 Applicable Alternative Daily Index;

4.4.7.3 Cash-out Index; and

4.4.7.4 Lost and Unaccounted For Gas and Fuel as a Percent of Gas Received at Receipt Point

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

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

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

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

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 28177
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

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

**5. SCHEDULING AND NOMINATIONS**

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time three days prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system.

Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

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

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

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

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

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

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

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

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

**7. RECEIPT OF GAS FOR TRANSPORT**

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

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

**8. WARRANTY OF TITLE**

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all 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 that exceeds the available capacity of Company's facilities.

**10. GAS TRANSPORTED BY COMPANY**

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE:** TT      **RRC TARIFF NO:** 28177

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to Company's upstream delivery pipelines. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>11. FACILITIES</p> <p>11.1 Any extension or upgrade of Company's gas transportation facilities necessary to provide transportation service under a Transportation Service Agreement shall be governed by a separate facilities agreement between Company and Shipper. In any event, if Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>11.2 Telemetering is required at all Delivery Points and Receipt Points to determine hourly and daily flow of gas at such Receipt Points and Delivery Points. Shipper shall reimburse Company or cause Company to be reimbursed for the full, installed cost of such telemetry.</p> <p>11.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines and service, if required for Company to use its telemetering equipment.</p> <p>Should Shipper or Shipper's designee fail to maintain or repair such telecommunications lines and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary.</p>

**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>
89762	D		\$.0000	09/01/2015	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	36078	**CONFIDENTIAL**			

**TYPE SERVICE PROVIDED**

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

**TUC APPLICABILITY**

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

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

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

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

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**      **RECEIVED DATE:** 02/14/2018

**INITIAL SERVICE DATE:** 04/01/2016      **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 5/1/17: ADMINISTRATIVE OVERSIGHT - Add Delivery Point - W&P Development to this tariff

**PREPARER - PERSON FILING**

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

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

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

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

**ADDRESS LINE 2:**

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

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

**CUSTOMERS**

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

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

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
T-110	<p><b>AVAILABILITY</b> This natural gas transportation rate schedule is available to a Transportation Customer at points of adequate capacity and suitable pressure on existing facilities of CenterPoint Energy Intrastate Pipelines, Inc. (hereinafter called Company).</p> <p><b>APPLICATION</b> This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement (Agreement) has been executed after January 1, 2007 between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point; and (d) Company does not take title to or own the gas so transported.</p> <p><b>DEFINITIONS</b> For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms).</p> <p><b>NET MONTHLY RATE</b> The Net Monthly Rate for gas transported under this Rate Schedule shall be a monthly service charge of \$500.00 plus a rate per MMBtu for all gas transported and delivered to the facilities of an End-use Customer during a billing period equal to the sum of: (i) First 3,000 MMBtu @ \$0.75 per MMBtu Over 3,000 MMBtu @ \$0.18 per MMBtu; plus (ii) Payments To Governmental Authorities, as defined in this Rate Schedule and the General Terms.</p> <p><b>PAYMENTS TO GOVERNMENTAL AUTHORITIES</b> In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.</p> <p><b>OTHER CHARGES</b> Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to telemetering and imbalances.</p> <p><b>BILLING AND PAYMENT</b> Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may, upon five (5) days written notice to Shipper, suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p><b>NATURAL GAS ACT</b> Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.</p> <p><b>WRITTEN SERVICE AGREEMENT</b> Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p><b>CURTAILMENT</b> In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p><b>MEASUREMENT</b> The parties shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p><b>GENERAL TERMS AND CONDITIONS</b> Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>CENTERPOINT ENERGY INTRASTATE PIPELINES, INC. GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE</p> <p>1. APPLICABILITY 1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by</p>

Terms and Cond 1A

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

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



## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

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

governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering Gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the Gas, purchase price of the Gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

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

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

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

### 3. TRANSPORTATION SERVICE AGREEMENTS

3.1 Company will provide transportation service to a Shipper only after both parties have executed a binding Transportation Service Agreement. Upon request of a Shipper, Company shall offer the Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, if a Shipper fails to execute and return to Company the Transportation Service Agreement within ten (10) Business Days after such agreement is tendered by Company for execution, then Shipper's request and the Transportation Service Agreement shall be null and void.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, these General Terms as amended from time to time, the terms of Rate Schedule T-110 as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

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

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

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

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

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

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

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

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

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

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

3.5.2.3 Shipper must have not significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

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

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;

(b) a standby irrevocable letter of credit acceptable to Company; or

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

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transportation.

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

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

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

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

**5. SCHEDULING AND NOMINATIONS**

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time three days prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system.

Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

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

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

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

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

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

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

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

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

**7. RECEIPT OF GAS FOR TRANSPORT**

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

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

**8. WARRANTY OF TITLE**

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	<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 that exceeds the available capacity of Company's facilities.</p> <p>10. GAS TRANSPORTED BY COMPANY</p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to Company's upstream delivery pipelines. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>11. FACILITIES</p> <p>11.1 Any extension or upgrade of Company's gas transportation facilities necessary to provide transportation service under a Transportation Service Agreement shall be governed by a separate facilities agreement between Company and Shipper. In any event, if Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>11.2 Telemetry is required at all Delivery Points and Receipt Points to determine hourly and daily flow of gas at such Receipt Points and Delivery Points. Shipper shall reimburse Company or cause Company to be reimbursed for the full, installed cost of such telemetry.</p> <p>11.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines and service, if required for Company to use its telemetry equipment.</p> <p>Should Shipper or Shipper's designee fail to maintain or repair such telecommunications lines and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary.</p> <p>CENTERPOINT ENERGY INTRASTATE PIPELINES, INC. GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that each Shipper is responsible for balancing the receipts and deliveries according to its Transportation Service Agreement. It shall be the Shipper's responsibility to cause gas to be delivered to Company as scheduled at the Receipt Point(s) and cause gas to be taken at the Delivery Point(s) in accordance with the applicable schedule nominations.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid Imbalances, and (ii) when Imbalances occur, to correct any such Imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily Imbalance information which shall notify Shipper of any Imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual Imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily Imbalances by Shipper and shall have the right to take corrective action as required.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such Imbalances (i) impair Company's ability to maintain the operational integrity</p>

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	<p>of its pipeline system, or (ii) adversely affect Company's cost of gas purchased for resale to its sales service customers, if any, then the Company may declare a Critical Period Event. Critical Period Event can be either: (i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries).</p> <p>Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its pipeline system.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An Imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative Imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative Imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative Imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with any of Company's upstream transportation or storage services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper Imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the applicable percentage of the cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 30%;"></td> <td style="width: 35%; text-align: center;">Overage</td> <td style="width: 35%; text-align: center;">Underage</td> </tr> <tr> <td style="text-align: left;">Imbalance Level</td> <td style="text-align: center;">The Company Pays Shipper the</td> <td style="text-align: center;">Shipper Pays the Company</td> </tr> <tr> <td></td> <td style="text-align: center;">Following Percentage of the</td> <td style="text-align: center;">Following Percentage of</td> </tr> <tr> <td></td> <td style="text-align: center;">Cash-Out Price</td> <td style="text-align: center;">the Cash-Out Price</td> </tr> </table>		Overage	Underage	Imbalance Level	The Company Pays Shipper the	Shipper Pays the Company		Following Percentage of the	Following Percentage of		Cash-Out Price	the Cash-Out Price
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**CURRENT RATE COMPONENT**

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	From 0% to 5%	100%	100%
	From 5% to 10%	80%	120%
	From 10% to 15%	70%	130%
	From 15% to 20%	60%	140%
	Greater than 20%	50%	150%

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

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

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

13. BILLING AND PAYMENT

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

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

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

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

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

14. ASSURANCE OF PERFORMANCE

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

15. EVENT OF DEFAULT AND EARLY TERMINATION

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

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

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

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

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

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or

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	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.
	<b>16. LIMITATIONS OF LIABILITY AND FORCE MEJEURE</b>
	<b>16.1 Limitations of Liability</b>
	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:** 7710                      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

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

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>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>

**RATE ADJUSTMENT PROVISIONS:**

None



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

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

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
91686	D	MMBtu	\$.0000	09/01/2016	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	36412	**CONFIDENTIAL**			
93095	D	MMBtu	\$.0000	05/01/2017	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	36412	**CONFIDENTIAL**			
90523	D	MMBTU	\$.0000	04/01/2016	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	36412	**CONFIDENTIAL**			
90524	D	MMBtu	\$.0000	04/01/2016	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	36412	**CONFIDENTIAL**			

**TYPE SERVICE PROVIDED**

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

**TUC APPLICABILITY**

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

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

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

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

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

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**      **RECEIVED DATE:** 06/21/2016

**INITIAL SERVICE DATE:** 05/01/2016      **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:** 857      **ACTIVE FLAG:** Y      **INACTIVE DATE:**

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

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

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

**ADDRESS LINE 2:**

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

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

**CUSTOMERS**

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

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

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

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
T and C 1A	<p>1. APPLICABILITY 1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY INTRASTATE PIPELINES, INC. ( Company) under the following rate schedule(s): Rate Schedules T-110 and T-111</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.</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 cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.7 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.8 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; and (c) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.9 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>2.10 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.</p> <p>2.11 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>2.12 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>2.13 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of Lost and Unaccounted for Gas and Fuel, if any, specified in the Agreement.</p> <p>2.14 The term 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>2.15 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>2.16 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>2.17 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>2.18 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</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

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

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.

2.19 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.

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

2.21 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, 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 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 not significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

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

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

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

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

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

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

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

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

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

**7. RECEIPT OF GAS FOR TRANSPORT**

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

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

**8. WARRANTY OF TITLE**

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all 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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas that exceeds the available capacity of Company's facilities.</p> <p>10. GAS TRANSPORTED BY COMPANY</p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to Company's upstream delivery pipelines. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>11. FACILITIES</p> <p>11.1 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. On and after January 1, 2007, if Company does not have telemetry at the Receipt Point, upon execution of the Agreement, 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.</p> <p>11.2 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, if required. 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.</p> <p>T and C 1B</p> <p>Continuation of T and C 1A 12. BALANCING 12.1 General Intent: These balancing provisions are in recognition of the fact that each Shipper is responsible for balancing the receipts and deliveries according to its Transportation Service Agreement. It shall be the Shipper's responsibility to cause gas to be delivered to Company as scheduled at the receipt point(s) and cause gas to be taken at the delivery point(s) in accordance with the applicable schedule nominations. 12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical. 12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances. 12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required. 12.5 Daily Imbalances During Critical Period Events 12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its pipeline system, or (ii) adversely affect Company's cost of gas purchased for resale to its sales service customers, if any, then the Company may declare a Critical Period Event. Critical Period Event can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its pipeline system. 12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours 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</p>

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>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 any of Company's upstream transportation or storage services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors. 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 the Cash-out Index specified in the Agreement. 12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively. 12.9 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</p>



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

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
T-112	<p>party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty. 16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>CENTERPOINT ENERGY INTRASTATE PIPELINES, INC. TRANSPORTATION SERVICE RATE SCHEDULE NO. T-112  <b>AVAILABILITY</b> This natural gas transportation rate schedule is available to a Transportation Customer at points of adequate capacity and suitable pressure on existing facilities of CenterPoint Energy Intrastate Pipelines, Inc. (hereinafter called Company).  <b>APPLICATION</b> This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement (Agreement) has been executed after January 1, 2015 between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas at a nominated flow rate of equal to or greater than 2,000 MMBtu per day of natural gas for the billing period into Company at the Receipt Point located on the TETCO Pipeline System at meter 73883 in Orange County, Texas; (c) Company redelivers an equivalent quantity of gas to a Delivery Point; and (d) Company does not take title to or own the gas so transported. <b>DEFINITIONS</b> For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms).  <b>NET MONTHLY RATE</b> The Net Monthly Rate for gas transported under this Rate Schedule shall be a monthly service charge of \$500.00 plus a rate per MMBtu for all gas transported and delivered to the facilities of an End-use Customer during a billing period equal to the sum of: (i) \$0.17 per MMBtu; (ii) Payments To Governmental Authorities, as defined in this Rate Schedule and the General Terms; (iii) The net monthly service charge of \$500 will be waived for any billing periods in which the nominated flow rate is 2,000 MMBtu per day or greater. <b>PAYMENTS TO GOVERNMENTAL AUTHORITIES</b> In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.  <b>OTHER CHARGES</b> Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to telemetering and imbalances. <b>BILLING AND PAYMENT</b> Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may, upon five (5) days written notice to Shipper, suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company. <b>NATURAL GAS ACT</b> Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C.Section717 et seq. <b>WRITTEN SERVICE AGREEMENT</b> Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.  <b>CURTAILMENT</b> In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise). <b>MEASUREMENT</b> The parties shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms. <b>GENERAL TERMS AND CONDITIONS</b> Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p>

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

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

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

**DELIVERY POINTS**

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

**TYPE SERVICE PROVIDED**

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

**TUC APPLICABILITY**

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

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

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

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

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

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

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**      **RECEIVED DATE:** 12/22/2016

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

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

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

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

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Administrative Oversight

**PREPARER - PERSON FILING**

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

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

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

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

**ADDRESS LINE 2:**

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

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

**CUSTOMERS**

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

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GSD - 2 TARIFF REPORT

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

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

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
T-110	<p><b>AVAILABILITY</b> This natural gas transportation rate schedule is available to a Transportation Customer at points of adequate capacity and suitable pressure on existing facilities of CenterPoint Energy Intrastate Pipelines, Inc. (hereinafter called Company).</p> <p><b>APPLICATION</b> This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement (Agreement) has been executed after January 1, 2007 between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point; and (d) Company does not take title to or own the gas so transported.</p> <p><b>DEFINITIONS</b> For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms).</p> <p><b>NET MONTHLY RATE</b> The Net Monthly Rate for gas transported under this Rate Schedule shall be a monthly service charge of \$500.00 plus a rate per MMBtu for all gas transported and delivered to the facilities of an End-use Customer during a billing period equal to the sum of: (i) First 3,000 MMBtu @ \$0.75 per MMBtu Over 3,000 MMBtu @ \$0.18 per MMBtu; plus (ii) Payments To Governmental Authorities, as defined in this Rate Schedule and the General Terms.</p> <p><b>PAYMENTS TO GOVERNMENTAL AUTHORITIES</b> In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.</p> <p><b>OTHER CHARGES</b> Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to telemetering and imbalances.</p> <p><b>BILLING AND PAYMENT</b> Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may, upon five (5) days written notice to Shipper, suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p><b>NATURAL GAS ACT</b> Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.</p> <p><b>WRITTEN SERVICE AGREEMENT</b> Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p><b>CURTAILMENT</b> In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p><b>MEASUREMENT</b> The parties shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p><b>GENERAL TERMS AND CONDITIONS</b> Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>CENTERPOINT ENERGY INTRASTATE PIPELINES, INC. GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE</p> <p>12. BALANCING 12.1 General Intent: These balancing provisions are in recognition of the fact that each Shipper is responsible for balancing the receipts</p>

Terms and Cond 1B

## GAS SERVICES DIVISION

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## CURRENT RATE COMPONENT

RATE COMP. IDDESCRIPTION

and deliveries according to its Transportation Service Agreement. It shall be the Shipper's responsibility to cause gas to be delivered to Company as scheduled at the Receipt Point(s) and cause gas to be taken at the Delivery Point(s) in accordance with the applicable schedule nominations.

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

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

12.4 Company shall monitor the accumulation of daily Imbalances by Shipper and shall have the right to take corrective action as required.

#### 12.5 Daily Imbalances During Critical Period Events

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

Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its pipeline system.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours 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.

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	<p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with any of Company's upstream transportation or storage services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p>																		
	<p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper Imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the applicable percentage of the cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p>																		
	<table border="0"> <thead> <tr> <th style="text-align: left;">Imbalance Level</th> <th style="text-align: center;">Overage The Company Pays Shipper the Following Percentage of the Cash-Out Price</th> <th style="text-align: center;">Underage Shipper Pays the Company Following Percentage of the Cash-Out Price</th> </tr> </thead> <tbody> <tr> <td>From 0% to 5%</td> <td style="text-align: center;">100%</td> <td style="text-align: center;">100%</td> </tr> <tr> <td>From 5% to 10%</td> <td style="text-align: center;">80%</td> <td style="text-align: center;">120%</td> </tr> <tr> <td>From 10% to 15%</td> <td style="text-align: center;">70%</td> <td style="text-align: center;">130%</td> </tr> <tr> <td>From 15% to 20%</td> <td style="text-align: center;">60%</td> <td style="text-align: center;">140%</td> </tr> <tr> <td>Greater than 20%</td> <td style="text-align: center;">50%</td> <td style="text-align: center;">150%</td> </tr> </tbody> </table>	Imbalance Level	Overage The Company Pays Shipper the Following Percentage of the Cash-Out Price	Underage Shipper Pays the Company Following Percentage of the Cash-Out Price	From 0% to 5%	100%	100%	From 5% to 10%	80%	120%	From 10% to 15%	70%	130%	From 15% to 20%	60%	140%	Greater than 20%	50%	150%
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	<p>12.7.2 The Cash Out Price for Overages and Underages shall be the Cash-out Index specified in the Agreement.</p>																		
	<p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to Imbalances prospectively.</p>																		
	<p>12.9 Imbalances caused by Shipper's reliance on Imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.</p>																		
	<p><b>13. BILLING AND PAYMENT</b></p>																		
	<p>13.1 Company shall invoice Shipper on or before the 15th day of each month (Billing Date) for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p>																		
	<p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p>																		
	<p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p>																		
	<p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p>																		
	<p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.</p>																		
	<p><b>14. ASSURANCE OF PERFORMANCE</b></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</p>																		

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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	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 MEJEURE
	16.1 Limitations of Liability
	16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.
	16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE



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	<p>THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</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>
Terms and Cond 1A	<p>CENTERPOINT ENERGY INTRASTATE PIPELINES, INC. GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE</p> <p>1. APPLICABILITY 1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY INTRASTATE PIPELINES, INC. ( Company) under the following rate schedule(s):</p> <p>Rate Schedule T-110</p> <p>2. DEFINITIONS 2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and a Shipper as described in Section 3 herein, including any and all Exhibit A Addendums thereto.</p> <p>2.2 The term Annual Volume Limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in the Agreement.</p>

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

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

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

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>2.23 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p>
	<p><b>3. TRANSPORTATION SERVICE AGREEMENTS</b></p>
	<p>3.1 Company will provide transportation service to a Shipper only after both parties have executed a binding Transportation Service Agreement. Upon request of a Shipper, Company shall offer the Shipper a Transportation Service Agreement in a form acceptable to Company.</p>
	<p>3.2 Unless waived by Company, if a Shipper fails to execute and return to Company the Transportation Service Agreement within ten (10) Business Days after such agreement is tendered by Company for execution, then Shipper's request and the Transportation Service Agreement shall be null and void.</p>
	<p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, these General Terms as amended from time to time, the terms of Rate Schedule T-110 as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p>
	<p>3.4 Shipper or potential Shipper must agree to a minimum term of one year under any Transportation Service Agreement.</p>
	<p>3.5 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p>
	<p>3.5.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p>
	<p>3.5.1.1 A copy of Shipper's most recent audited financial statements;</p>
	<p>3.5.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p>
	<p>3.5.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p>
	<p>3.5.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p>
	<p>3.5.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p>
	<p>3.5.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p>
	<p>3.5.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p>
	<p>3.5.2.3 Shipper must have not significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p>
	<p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:</p>
	<p>(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;</p>
	<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><b>4. EXHIBIT A ADDENDUMS TO TRANSPORTATION SERVICE AGREEMENTS</b></p>
	<p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A Request.</p>
	<p>4.2 A Shipper may request the initiation of new transportation service under a Transportation Service Agreement, or changes to or the renewal of an existing Exhibit A Addendum, by submitting an Exhibit A Request to Company. All Exhibit A Requests to initiate new service must be submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. All Exhibit A Requests for changes to or the renewal of an existing Exhibit A Addendum must be submitted to Company at least fifteen (15) days prior to the anticipated change to or renewal of such Exhibit A Addendum. Company shall, within ten (10) Business Days after receipt of such an Exhibit A Request, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A Request has</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

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

been approved or is deficient. If Company deems the Exhibit A Request deficient, Shipper shall have the opportunity to resubmit a corrected Exhibit A Request subject to the notification requirements as set for in this Section.

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

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

4.3.2 A request to increase the MDQ, MHQ or AVL under an existing Exhibit A Addendum;

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

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

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

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

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The MHQ; and

4.4.2.3 The AVL;

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

4.4.4 Term of Service - Shipper or potential Shipper must request a minimum term of one year to initiate service or add a new Receipt Point or Delivery Point;

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

4.4.6 Upstream pipeline contact information for confirmations

4.4.7 Identification of the Applicable Indexes to be used for calculating Imbalance payments pursuant to Section 12 herein and the Lost and Unaccounted for Gas and Fuel percentage to be used in that calculation:

4.4.7.1 Applicable Daily Index;

4.4.7.2 Applicable Alternative Daily Index;

4.4.7.3 Cash-out Index; and

4.4.7.4 Lost and Unaccounted For Gas and Fuel as a Percent of Gas Received at Receipt Point

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

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

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

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

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

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

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

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

**5. SCHEDULING AND NOMINATIONS**

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time three days prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system.

Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

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

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

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

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

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

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

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

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

**7. RECEIPT OF GAS FOR TRANSPORT**

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

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

**8. WARRANTY OF TITLE**

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all 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 that exceeds the available capacity of Company's facilities.

**10. GAS TRANSPORTED BY COMPANY**

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

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

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to Company's upstream delivery pipelines. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>11. FACILITIES</p> <p>11.1 Any extension or upgrade of Company's gas transportation facilities necessary to provide transportation service under a Transportation Service Agreement shall be governed by a separate facilities agreement between Company and Shipper. In any event, if Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>11.2 Telemetry is required at all Delivery Points and Receipt Points to determine hourly and daily flow of gas at such Receipt Points and Delivery Points. Shipper shall reimburse Company or cause Company to be reimbursed for the full, installed cost of such telemetry.</p> <p>11.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines and service, if required for Company to use its telemetry equipment.</p> <p>Should Shipper or Shipper's designee fail to maintain or repair such telecommunications lines and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary.</p>

**RATE ADJUSTMENT PROVISIONS:**

None

**DELIVERY POINTS**

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

**TYPE SERVICE PROVIDED**

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

**TUC APPLICABILITY**

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

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE:** TT      **RRC TARIFF NO:** 29318

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

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**      **RECEIVED DATE:** 02/14/2018

**INITIAL SERVICE DATE:** 12/01/2016      **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 8/1/17: ADMINISTRATIVE OVERSIGHT - Add Delivery Point - SeAH Steel USA to this tariff

**PREPARER - PERSON FILING**

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

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

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

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

**ADDRESS LINE 2:**

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

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

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
37030	**CONFIDENTIAL**	Y	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

RRC COID: 7710

COMPANY NAME: CENTERPOINT ENERGY INTRA P/L,LLC

TARIFF CODE: TT

RRC TARIFF NO: 29318

## CURRENT RATE COMPONENT

RATE COMP. IDDESCRIPTION

Terms and Cond 1B

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

## 12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that each Shipper is responsible for balancing the receipts and deliveries according to its Transportation Service Agreement. It shall be the Shipper's responsibility to cause gas to be delivered to Company as scheduled at the Receipt Point(s) and cause gas to be taken at the Delivery Point(s) in accordance with the applicable schedule nominations.

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

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

12.4 Company shall monitor the accumulation of daily Imbalances by Shipper and shall have the right to take corrective action as required.

## 12.5 Daily Imbalances During Critical Period Events

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

Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its pipeline system.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours 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:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 29318

**CURRENT RATE COMPONENT**

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

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 29318
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
14.	<p><b>ASSURANCE OF PERFORMANCE</b> If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.</p>
15.	<p><b>EVENT OF DEFAULT AND EARLY TERMINATION</b> 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 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>
16.	<p><b>LIMITATIONS OF LIABILITY AND FORCE MEJEURE</b> 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:** 7710                      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT                      **RRC TARIFF NO:** 29318

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<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.</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>T-110 AVAILABILITY This natural gas transportation rate schedule is available to a Transportation Customer at points of adequate capacity and suitable pressure on existing facilities of CenterPoint Energy Intrastate Pipelines, Inc. (hereinafter called Company).</p> <p>APPLICATION This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement (Agreement) has been executed after January 1, 2007 between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point; and (d) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms).</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 29318
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

**NET MONTHLY RATE** The Net Monthly Rate for gas transported under this Rate Schedule shall be a monthly service charge of \$500.00 plus a rate per MMBtu for all gas transported and delivered to the facilities of an End-use Customer during a billing period equal to the sum of: (i) First 3,000 MMBtu @ \$0.75 per MMBtu Over 3,000 MMBtu @ \$0.18 per MMBtu; plus (ii) Payments To Governmental Authorities, as defined in this Rate Schedule and the General Terms.

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

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

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

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

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

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

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

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

Terms and Cond 1A

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

**1. APPLICABILITY**

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY INTRASTATE PIPELINES, INC. ( Company) under the following rate schedule(s):

Rate Schedule T-110

**2. DEFINITIONS**

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

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

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 29318
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**CURRENT RATE COMPONENT**

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

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 29318
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>2.23 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p>
	<p><b>3. TRANSPORTATION SERVICE AGREEMENTS</b></p>
	<p>3.1 Company will provide transportation service to a Shipper only after both parties have executed a binding Transportation Service Agreement. Upon request of a Shipper, Company shall offer the Shipper a Transportation Service Agreement in a form acceptable to Company.</p>
	<p>3.2 Unless waived by Company, if a Shipper fails to execute and return to Company the Transportation Service Agreement within ten (10) Business Days after such agreement is tendered by Company for execution, then Shipper's request and the Transportation Service Agreement shall be null and void.</p>
	<p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, these General Terms as amended from time to time, the terms of Rate Schedule T-110 as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p>
	<p>3.4 Shipper or potential Shipper must agree to a minimum term of one year under any Transportation Service Agreement.</p>
	<p>3.5 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p>
	<p>3.5.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p>
	<p>3.5.1.1 A copy of Shipper's most recent audited financial statements;</p>
	<p>3.5.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p>
	<p>3.5.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p>
	<p>3.5.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p>
	<p>3.5.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p>
	<p>3.5.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p>
	<p>3.5.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p>
	<p>3.5.2.3 Shipper must have not significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p>
	<p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:</p>
	<p>(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;</p>
	<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><b>4. EXHIBIT A ADDENDUMS TO TRANSPORTATION SERVICE AGREEMENTS</b></p>
	<p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A Request.</p>
	<p>4.2 A Shipper may request the initiation of new transportation service under a Transportation Service Agreement, or changes to or the renewal of an existing Exhibit A Addendum, by submitting an Exhibit A Request to Company. All Exhibit A Requests to initiate new service must be submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. All Exhibit A Requests for changes to or the renewal of an existing Exhibit A Addendum must be submitted to Company at least fifteen (15) days prior to the anticipated change to or renewal of such Exhibit A Addendum. Company shall, within ten (10) Business Days after receipt of such an Exhibit A Request, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A Request has</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

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

been approved or is deficient. If Company deems the Exhibit A Request deficient, Shipper shall have the opportunity to resubmit a corrected Exhibit A Request subject to the notification requirements as set for in this Section.

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

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

4.3.2 A request to increase the MDQ, MHQ or AVL under an existing Exhibit A Addendum;

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

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

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

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

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The MHQ; and

4.4.2.3 The AVL;

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

4.4.4 Term of Service - Shipper or potential Shipper must request a minimum term of one year to initiate service or add a new Receipt Point or Delivery Point;

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

4.4.6 Upstream pipeline contact information for confirmations

4.4.7 Identification of the Applicable Indexes to be used for calculating Imbalance payments pursuant to Section 12 herein and the Lost and Unaccounted for Gas and Fuel percentage to be used in that calculation:

4.4.7.1 Applicable Daily Index;

4.4.7.2 Applicable Alternative Daily Index;

4.4.7.3 Cash-out Index; and

4.4.7.4 Lost and Unaccounted For Gas and Fuel as a Percent of Gas Received at Receipt Point

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

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

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

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

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

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

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

**5. SCHEDULING AND NOMINATIONS**

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time three days prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system.

Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

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

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

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

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

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

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

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

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

**7. RECEIPT OF GAS FOR TRANSPORT**

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

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

**8. WARRANTY OF TITLE**

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all 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 that exceeds the available capacity of Company's facilities.

**10. GAS TRANSPORTED BY COMPANY**



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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to Company's upstream delivery pipelines. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>11. FACILITIES</p> <p>11.1 Any extension or upgrade of Company's gas transportation facilities necessary to provide transportation service under a Transportation Service Agreement shall be governed by a separate facilities agreement between Company and Shipper. In any event, if Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>11.2 Telemetering is required at all Delivery Points and Receipt Points to determine hourly and daily flow of gas at such Receipt Points and Delivery Points. Shipper shall reimburse Company or cause Company to be reimbursed for the full, installed cost of such telemetry.</p> <p>11.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines and service, if required for Company to use its telemetering equipment.</p> <p>Should Shipper or Shipper's designee fail to maintain or repair such telecommunications lines and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary.</p>

**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>
93094	D	MMBtu	\$ .0000	08/01/2017	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	37030	**CONFIDENTIAL**			
91815	D	MMBtu	\$ .0000	12/01/2016	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	37030	**CONFIDENTIAL**			
91816	D	MMBtu	\$ .0000	05/01/2017	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	37030	**CONFIDENTIAL**			

**TYPE SERVICE PROVIDED**

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

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**TUC APPLICABILITY**

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

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

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

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

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**      **RECEIVED DATE:** 05/24/2017

**INITIAL SERVICE DATE:** 05/01/2017      **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:** 857      **ACTIVE FLAG:** Y      **INACTIVE DATE:**

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

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

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

**ADDRESS LINE 2:**

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

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

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
31563	**CONFIDENTIAL**	Y	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

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TARIFF CODE: TT

RRC TARIFF NO: 29835

## CURRENT RATE COMPONENT

RATE COMP. IDDESCRIPTION

Terms and Cond 1B

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

## 12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that each Shipper is responsible for balancing the receipts and deliveries according to its Transportation Service Agreement. It shall be the Shipper's responsibility to cause gas to be delivered to Company as scheduled at the Receipt Point(s) and cause gas to be taken at the Delivery Point(s) in accordance with the applicable schedule nominations.

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

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

12.4 Company shall monitor the accumulation of daily Imbalances by Shipper and shall have the right to take corrective action as required.

## 12.5 Daily Imbalances During Critical Period Events

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

Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its pipeline system.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours 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

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**CURRENT RATE COMPONENT**

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

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
14.	<p><b>ASSURANCE OF PERFORMANCE</b> If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.</p>
15.	<p><b>EVENT OF DEFAULT AND EARLY TERMINATION</b> 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 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>
16.	<p><b>LIMITATIONS OF LIABILITY AND FORCE MEJEURE</b> 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:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

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

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<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.</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>
T-113	<p>CENTERPOINT ENERGY INTRASTATE PIPELINES, INC. TRANSPORTATION SERVICE RATE SCHEDULE NO. T-113</p> <p>AVAILABILITY</p> <p>This natural gas transportation rate schedule is available to a Transportation Customer at points of adequate capacity and suitable pressure on existing facilities of CenterPoint Energy Intrastate Pipelines, Inc. (hereinafter called Company).</p> <p>APPLICATION</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 29835
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>This Rate Schedule is applicable to gas transportation service, where</p> <p>(a) a written Transportation Service Agreement (#Agreement#) has been executed after January 1, 2017 between Company and a Shipper;</p> <p>(b) Shipper has arranged for the ability to deliver natural gas into Company on the Jacintoport System at the interconnect between Company facilities and the Kinder Morgan Texas Meter station; (c) Company redelivers an equivalent quantity of gas to meter numbers 82140025063, 82140024071, and 82140026051 in Harris County, Texas; located on existing mains of said Company ; and (d) Company does not take title to or own the gas so transported.</p> <p><b>DEFINITIONS</b> For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (#General Terms#).</p> <p><b>NET MONTHLY RATE</b> The Net Monthly Rate for gas transported under this Rate Schedule shall consist of:                      i. a monthly demand rate of \$0.12 multiplied by the MDQ as defined in the applicable Agreement; plus                      ii. an interruptible transportation rate of \$0.06 per MMBtu on all volumes delivered up to the MDQ;                      iii. an interruptible transportation rate of \$0.18 per MMBtu on all volumes delivered above the MDQ; and                      iv. Payments to Governmental Authorities, as defined in this Rate Schedule and the General Terms.</p> <p><b>PAYMENTS TO GOVERNMENTAL AUTHORITIES</b> In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.</p> <p><b>OTHER CHARGES</b>                      Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to telemetering and imbalances.</p> <p><b>BILLING AND PAYMENT</b>                      Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may, upon five (5) days written notice to Shipper, suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p><b>NATURAL GAS ACT</b>                      Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C.Section717 et seq.</p> <p><b>WRITTEN SERVICE AGREEMENT</b>                      Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p><b>CURTAILMENT</b>                      In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p><b>MEASUREMENT</b>                      The parties shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery</p>



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

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

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

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**CURRENT RATE COMPONENT**

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

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## GSD - 2 TARIFF REPORT

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	3.5.2.3 Shipper must have not significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.
	3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:
	(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
	(b) a standby irrevocable letter of credit acceptable to Company; or
	(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.
	<b>4. EXHIBIT A ADDENDUMS TO TRANSPORTATION SERVICE AGREEMENTS</b>
	4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A Request.
	4.2 A Shipper may request the initiation of new transportation service under a Transportation Service Agreement, or changes to or the renewal of an existing Exhibit A Addendum, by submitting an Exhibit A Request to Company. All Exhibit A Requests to initiate new service must be submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. All Exhibit A Requests for changes to or the renewal of an existing Exhibit A Addendum must be submitted to Company at least fifteen (15) days prior to the anticipated change to or renewal of such Exhibit A Addendum. Company shall, within ten (10) Business Days after receipt of such an Exhibit A Request, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A Request has been approved or is deficient. If Company deems the Exhibit A Request deficient, Shipper shall have the opportunity to resubmit a corrected Exhibit A Request subject to the notification requirements as set for in this Section.
	4.3 All approved Shippers must submit an Exhibit A Request for any of the following:
	4.3.1 A request to initiate transportation service at a specified Delivery Point;
	4.3.2 A request to increase the MDQ, MHQ or AVL under an existing Exhibit A Addendum;
	4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A Addendum; or
	4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A Addendum that has expired or will expire and terminate by its own terms.
	4.4 An Exhibit A Request must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:
	4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;
	4.4.2 Gas Quantities:
	4.4.2.1 The MDQ;
	4.4.2.2 The MHQ; and
	4.4.2.3 The AVL;
	4.4.3 The Receipt Point(s) and Delivery Point(s);
	4.4.4 Term of Service - Shipper or potential Shipper must request a minimum term of one year to initiate service or add a new Receipt Point or Delivery Point;
	4.4.5 Identity of End-use Customer - the name, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;
	4.4.6 Upstream pipeline contact information for confirmations
	4.4.7 Identification of the Applicable Indexes to be used for calculating Imbalance payments pursuant to Section 12 herein and the Lost and Unaccounted for Gas and Fuel percentage to be used in that calculation:
	4.4.7.1 Applicable Daily Index;

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

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**CURRENT RATE COMPONENT**

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

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

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<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                      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 that exceeds the available capacity of Company's facilities.</p> <p>10. GAS TRANSPORTED BY COMPANY                      10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to Company's upstream delivery pipelines. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>11. FACILITIES                      11.1 Any extension or upgrade of Company's gas transportation facilities necessary to provide transportation service under a Transportation Service Agreement shall be governed by a separate facilities agreement between Company and Shipper. In any event, if Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>11.2 Telemetry is required at all Delivery Points and Receipt Points to determine hourly and daily flow of gas at such Receipt Points and Delivery Points. Shipper shall reimburse Company or cause Company to be reimbursed for the full, installed cost of such telemetry.</p> <p>11.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines and service, if required for Company to use its telemetry equipment.</p> <p>Should Shipper or Shipper's designee fail to maintain or repair such telecommunications lines and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary.</p>

**RATE ADJUSTMENT PROVISIONS:**

None

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
92478	D	MMBtu	\$ .0000	05/01/2017	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	31563	**CONFIDENTIAL**			

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC**TARIFF CODE:** TT      **RRC TARIFF NO:** 29835**TYPE SERVICE PROVIDED**

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

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

The parties are affiliated.

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

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

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

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**      **RECEIVED DATE:** 05/24/2017

**INITIAL SERVICE DATE:** 05/01/2017      **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:** 857      **ACTIVE FLAG:** Y      **INACTIVE DATE:**

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

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

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

**ADDRESS LINE 2:**

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

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

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
31563	**CONFIDENTIAL**	Y	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

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

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
Terms and Cond 1B	<p>CENTERPOINT ENERGY INTRASTATE PIPELINES, INC. GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that each Shipper is responsible for balancing the receipts and deliveries according to its Transportation Service Agreement. It shall be the Shipper's responsibility to cause gas to be delivered to Company as scheduled at the Receipt Point(s) and cause gas to be taken at the Delivery Point(s) in accordance with the applicable schedule nominations.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid Imbalances, and (ii) when Imbalances occur, to correct any such Imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily Imbalance information which shall notify Shipper of any Imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual Imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily Imbalances by Shipper and shall have the right to take corrective action as required.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such Imbalances (i) impair Company's ability to maintain the operational integrity of its pipeline system, or (ii) adversely affect Company's cost of gas purchased for resale to its sales service customers, if any, then the Company may declare a Critical Period Event. Critical Period Event can be either: (i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries).</p> <p>Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its pipeline system.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An Imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative Imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative Imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then</p>



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

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

**CURRENT RATE COMPONENT**

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

## GSD - 2 TARIFF REPORT

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

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p><b>14. ASSURANCE OF PERFORMANCE</b>            If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.</p>
	<p><b>15. EVENT OF DEFAULT AND EARLY TERMINATION</b>            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 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><b>16. LIMITATIONS OF LIABILITY AND FORCE MEJEURE</b>            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

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

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>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.</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>T-114 CENTERPOINT ENERGY INTRASTATE PIPELINES, INC. TRANSPORTATION SERVICE RATE SCHEDULE NO. T-114</p> <p><b>AVAILABILITY</b> This natural gas transportation rate schedule is available to a Transportation Customer at points of adequate capacity and suitable pressure on existing facilities of CenterPoint Energy Intrastate Pipelines, Inc. (hereinafter called Company).</p> <p><b>APPLICATION</b> This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement ('Agreement') has been executed after January 1, 2007 between Company and a</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

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

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').

**NET MONTHLY RATE**

During the first sixty (60) months of the Agreement by and between Company and Shipper, the Net Monthly Rate for all gas transported and delivered to the facilities of an End-use Customer during a billing period under this Rate Schedule shall equal the sum of:

- (i) First 82,500 MMBtu or less @ \$17,500.00 Over 82,500 MMBtu @ \$0.18 per MMBtu; plus  
(ii) Payments to Governmental Authorities, as defined in this Rate Schedule and the General Terms. After the initial 60 month term of the Agreement by and between Company and Shipper, the Net Monthly Rate for all gas transported and delivered to the facilities of an End-use Customer during a billing period under this Rate Schedule shall be the rates as specified in Company's Rate Schedule T-110 or its successor Rate Schedule(s).

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

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

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to telemetering and imbalances.

**BILLING AND PAYMENT**

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

**NATURAL GAS ACT**

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

**WRITTEN SERVICE AGREEMENT**

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

**CURTAILMENT**

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

**MEASUREMENT**

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

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

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**CURRENT RATE COMPONENT**

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

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**CURRENT RATE COMPONENT**

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

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## GSD - 2 TARIFF REPORT

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**CURRENT RATE COMPONENT**

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	3.5.2.3 Shipper must have not significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.
	3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:
	(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
	(b) a standby irrevocable letter of credit acceptable to Company; or
	(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.
	<b>4. EXHIBIT A ADDENDUMS TO TRANSPORTATION SERVICE AGREEMENTS</b>
	4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A Request.
	4.2 A Shipper may request the initiation of new transportation service under a Transportation Service Agreement, or changes to or the renewal of an existing Exhibit A Addendum, by submitting an Exhibit A Request to Company. All Exhibit A Requests to initiate new service must be submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. All Exhibit A Requests for changes to or the renewal of an existing Exhibit A Addendum must be submitted to Company at least fifteen (15) days prior to the anticipated change to or renewal of such Exhibit A Addendum. Company shall, within ten (10) Business Days after receipt of such an Exhibit A Request, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A Request has been approved or is deficient. If Company deems the Exhibit A Request deficient, Shipper shall have the opportunity to resubmit a corrected Exhibit A Request subject to the notification requirements as set for in this Section.
	4.3 All approved Shippers must submit an Exhibit A Request for any of the following:
	4.3.1 A request to initiate transportation service at a specified Delivery Point;
	4.3.2 A request to increase the MDQ, MHQ or AVL under an existing Exhibit A Addendum;
	4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A Addendum; or
	4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A Addendum that has expired or will expire and terminate by its own terms.
	4.4 An Exhibit A Request must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:
	4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;
	4.4.2 Gas Quantities:
	4.4.2.1 The MDQ;
	4.4.2.2 The MHQ; and
	4.4.2.3 The AVL;
	4.4.3 The Receipt Point(s) and Delivery Point(s);
	4.4.4 Term of Service - Shipper or potential Shipper must request a minimum term of one year to initiate service or add a new Receipt Point or Delivery Point;
	4.4.5 Identity of End-use Customer - the name, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;
	4.4.6 Upstream pipeline contact information for confirmations
	4.4.7 Identification of the Applicable Indexes to be used for calculating Imbalance payments pursuant to Section 12 herein and the Lost and Unaccounted for Gas and Fuel percentage to be used in that calculation:
	4.4.7.1 Applicable Daily Index;

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**CURRENT RATE COMPONENT**

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



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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<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                      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 that exceeds the available capacity of Company's facilities.</p> <p>10. GAS TRANSPORTED BY COMPANY                      10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to Company's upstream delivery pipelines. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>11. FACILITIES                      11.1 Any extension or upgrade of Company's gas transportation facilities necessary to provide transportation service under a Transportation Service Agreement shall be governed by a separate facilities agreement between Company and Shipper. In any event, if Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>11.2 Telemetry is required at all Delivery Points and Receipt Points to determine hourly and daily flow of gas at such Receipt Points and Delivery Points. Shipper shall reimburse Company or cause Company to be reimbursed for the full, installed cost of such telemetry.</p> <p>11.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines and service, if required for Company to use its telemetry equipment.</p> <p>Should Shipper or Shipper's designee fail to maintain or repair such telecommunications lines and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary.</p>

**RATE ADJUSTMENT PROVISIONS:**

None

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
92377	D	MMBtu	\$ .0000	05/01/2017	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	31563	**CONFIDENTIAL**			

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

**RRC COID: 7710**      **COMPANY NAME: CENTERPOINT ENERGY INTRA P/L,LLC****TARIFF CODE: TT**      **RRC TARIFF NO: 29836****TYPE SERVICE PROVIDED**

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

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

The parties are affiliated.

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

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

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

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**      **RECEIVED DATE:** 02/26/2018

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

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

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

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

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** (ADMINISTRATIVE OVERSIGHT)

**PREPARER - PERSON FILING**

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

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

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

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

**ADDRESS LINE 2:**

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

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

**CUSTOMERS**

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

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

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

RRC COID: 7710

COMPANY NAME: CENTERPOINT ENERGY INTRA P/L,LLC

TARIFF CODE: TT

RRC TARIFF NO: 30683

## CURRENT RATE COMPONENT

RATE COMP. IDDESCRIPTION

the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

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

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

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

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

### 3. TRANSPORTATION SERVICE AGREEMENTS

3.1 Company will provide transportation service to a Shipper only after both parties have executed a binding Transportation Service Agreement. Upon request of a Shipper, Company shall offer the Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, if a Shipper fails to execute and return to Company the Transportation Service Agreement within ten (10) Business Days after such agreement is tendered by Company for execution, then Shipper's request and the Transportation Service Agreement shall be null and void.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, these General Terms as amended from time to time, the terms of Rate Schedule T-110 as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

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

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

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

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

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

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

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

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

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

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

3.5.2.3 Shipper must have not significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 30683
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**CURRENT RATE COMPONENT****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 of 180 days service at the requested MDQ;
- (b) a standby irrevocable letter of credit acceptable to Company; or
- (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A ADDENDUMS TO TRANSPORTATION SERVICE AGREEMENTS

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A Request.

4.2 A Shipper may request the initiation of new transportation service under a Transportation Service Agreement, or changes to or the renewal of an existing Exhibit A Addendum, by submitting an Exhibit A Request to Company. All Exhibit A Requests to initiate new service must be submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. All Exhibit A Requests for changes to or the renewal of an existing Exhibit A Addendum must be submitted to Company at least fifteen (15) days prior to the anticipated change to or renewal of such Exhibit A Addendum. Company shall, within ten (10) Business Days after receipt of such an Exhibit A Request, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A Request has been approved or is deficient. If Company deems the Exhibit A Request deficient, Shipper shall have the opportunity to resubmit a corrected Exhibit A Request subject to the notification requirements as set for in this Section.

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

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

4.3.2 A request to increase the MDQ, MHQ or AVL under an existing Exhibit A Addendum;

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

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

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

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

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The MHQ; and

4.4.2.3 The AVL;

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

4.4.4 Term of Service - Shipper or potential Shipper must request a minimum term of one year to initiate service or add a new Receipt Point or Delivery Point;

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

4.4.6 Upstream pipeline contact information for confirmations

4.4.7 Identification of the Applicable Indexes to be used for calculating Imbalance payments pursuant to Section 12 herein and the Lost and Unaccounted for Gas and Fuel percentage to be used in that calculation:

4.4.7.1 Applicable Daily Index;

4.4.7.2 Applicable Alternative Daily Index;

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

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

**CURRENT RATE COMPONENT**

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



## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

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

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 that exceeds the available capacity of Company's facilities.

**10. GAS TRANSPORTED BY COMPANY**

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

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

**11. FACILITIES**

11.1 Any extension or upgrade of Company's gas transportation facilities necessary to provide transportation service under a Transportation Service Agreement shall be governed by a separate facilities agreement between Company and Shipper. In any event, if Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

11.2 Telemetry is required at all Delivery Points and Receipt Points to determine hourly and daily flow of gas at such Receipt Points and Delivery Points. Shipper shall reimburse Company or cause Company to be reimbursed for the full, installed cost of such telemetry.

11.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines and service, if required for Company to use its telemetry equipment.

Should Shipper or Shipper's designee fail to maintain or repair such telecommunications lines and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary.

Terms and Cond 1B

**CENTERPOINT ENERGY INTRASTATE PIPELINES, INC. GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE****12. BALANCING**

12.1 General Intent: These balancing provisions are in recognition of the fact that each Shipper is responsible for balancing the receipts and deliveries according to its Transportation Service Agreement. It shall be the Shipper's responsibility to cause gas to be delivered to Company as scheduled at the Receipt Point(s) and cause gas to be taken at the Delivery Point(s) in accordance with the applicable schedule nominations.

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

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

12.4 Company shall monitor the accumulation of daily Imbalances by Shipper and shall have the right to take corrective action as required.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

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

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>																		
	<table border="0"> <tr> <td style="width: 30%;">Imbalance Level</td> <td style="width: 35%;">The Company Pays Shipper the Following Percentage of the Cash-Out Price</td> <td style="width: 35%;">Shipper Pays the Company Following Percentage of the Cash-Out Price</td> </tr> <tr> <td>From 0% to 5%</td> <td>100%</td> <td>100%</td> </tr> <tr> <td>From 5% to 10%</td> <td>80%</td> <td>120%</td> </tr> <tr> <td>From 10% to 15%</td> <td>70%</td> <td>130%</td> </tr> <tr> <td>From 15% to 20%</td> <td>60%</td> <td>140%</td> </tr> <tr> <td>Greater than 20%</td> <td>50%</td> <td>150%</td> </tr> </table>	Imbalance Level	The Company Pays Shipper the Following Percentage of the Cash-Out Price	Shipper Pays the Company Following Percentage of the Cash-Out Price	From 0% to 5%	100%	100%	From 5% to 10%	80%	120%	From 10% to 15%	70%	130%	From 15% to 20%	60%	140%	Greater than 20%	50%	150%
Imbalance Level	The Company Pays Shipper the Following Percentage of the Cash-Out Price	Shipper Pays the Company Following Percentage of the Cash-Out Price																	
From 0% to 5%	100%	100%																	
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From 10% to 15%	70%	130%																	
From 15% to 20%	60%	140%																	
Greater than 20%	50%	150%																	

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

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

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

**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);

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

RRC COID: 7710

COMPANY NAME: CENTERPOINT ENERGY INTRA P/L,LLC

TARIFF CODE: TT

RRC TARIFF NO: 30683

## CURRENT RATE COMPONENT

RATE COMP. IDDESCRIPTION

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 MEJEURE

## 16.1 Limitations of Liability

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

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

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>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	<p>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>

**RATE ADJUSTMENT PROVISIONS:**

None

**DELIVERY POINTS**

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

**TYPE SERVICE PROVIDED**

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

**TUC APPLICABILITY**

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

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

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

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

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**      **RECEIVED DATE:** 02/26/2018

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

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

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

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

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** (ADMINISTRATIVE OVERSIGHT)

**PREPARER - PERSON FILING**

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

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

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

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

**ADDRESS LINE 2:**

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

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

**CUSTOMERS**

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

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

RRC COID: 7710

COMPANY NAME: CENTERPOINT ENERGY INTRA P/L,LLC

TARIFF CODE: TT

RRC TARIFF NO: 30684

## CURRENT RATE COMPONENT

RATE COMP. IDDESCRIPTION

Terms and Cond 1B

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

## 12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that each Shipper is responsible for balancing the receipts and deliveries according to its Transportation Service Agreement. It shall be the Shipper's responsibility to cause gas to be delivered to Company as scheduled at the Receipt Point(s) and cause gas to be taken at the Delivery Point(s) in accordance with the applicable schedule nominations.

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

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

12.4 Company shall monitor the accumulation of daily Imbalances by Shipper and shall have the right to take corrective action as required.

## 12.5 Daily Imbalances During Critical Period Events

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

Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its pipeline system.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours 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:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

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

**CURRENT RATE COMPONENT**

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

## GSD - 2 TARIFF REPORT

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

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
14.	<p><b>ASSURANCE OF PERFORMANCE</b> If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.</p>
15.	<p><b>EVENT OF DEFAULT AND EARLY TERMINATION</b> 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 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>
16.	<p><b>LIMITATIONS OF LIABILITY AND FORCE MEJEURE</b> 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:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

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

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<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.</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>T-109 CENTERPOINT ENERGY INTRASTATE PIPELINES, INC. TRANSPORTATION SERVICE RATE SCHEDULE NO. T-109 AVAILABILITY This natural gas transportation rate schedule is available to a Transportation Customer at points of adequate capacity and suitable pressure on existing facilities of CenterPoint Energy Intrastate Pipelines, Inc. (hereinafter called Company). APPLICATION This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement (#Agreement#) has been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at the Kinder Morgan Holmes Road city gate; (c) Company redelivers an equivalent quantity of gas to a Delivery Point; and (d) Company does not take title to or own the gas so transported. DEFINITIONS For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (#General Terms#). NET MONTHLY RATE The Net Monthly Rate for gas transported under this Rate Schedule shall be a rate per MMBtu for all gas transported and delivered to a Delivery Point during a billing period equal to the sum of: (i) \$0.14 per MMBtu (ii) Payments to Governmental Authorities, as defined in this Rate Schedule and the</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
<p>Terms and Cond 1A</p>	<p>General Terms. <b>PAYMENTS TO GOVERNMENTAL AUTHORITIES</b> In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement. <b>OTHER CHARGES</b> Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to telemetering and imbalances. <b>BILLING AND PAYMENT</b> Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may, upon five (5) days written notice to Shipper, suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company. <b>NATURAL GAS ACT</b> Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq. <b>WRITTEN SERVICE AGREEMENT</b> Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires. <b>CURTAILMENT</b> In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise). <b>MEASUREMENT</b> The parties shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms. <b>GENERAL TERMS AND CONDITIONS</b> Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>CENTERPOINT ENERGY INTRASTATE PIPELINES, INC. GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE</p> <p>1. <b>APPLICABILITY</b> 1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY INTRASTATE PIPELINES, INC. ( Company) under the following rate schedule(s):</p> <p>Rate Schedule T-110</p> <p>2. <b>DEFINITIONS</b> 2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and a Shipper as described in Section 3 herein, including any and all Exhibit A Addendums thereto.</p> <p>2.2 The term Annual Volume Limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in the Agreement.</p> <p>2.3 The term Applicable Index shall be the reference price specified in an Exhibit A Addendum used for computation of Imbalance payments under Section 12.</p> <p>2.4 The term Btu shall mean British Thermal Unit.</p> <p>2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.7 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the Delivery Point.</p> <p>2.8 The term Delivery Point shall mean the point or points specified in an Exhibit A Addendum at which gas is delivered by Company on behalf of Shipper to the facilities of (a) an End-use Customer in the State of Texas for ultimate consumption at such facility and not</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

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

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	for resale or sharing with others, or (b) a third party-operated gas pipeline or distribution system for ultimate delivery and consumption within the State of Texas.
	2.9 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas delivered by Company at the Delivery Point.
	2.10 The term Exhibit A Addendum shall mean an Exhibit A Request that has been accepted by Company, and which, upon such acceptance, shall become an addendum to the Transportation Service Agreement.
	2.11 The term Exhibit A Request shall mean a written request by a Shipper to Company, as described in Section 4 herein, to establish new, or amend existing, transportation service under a Transportation Service Agreement at a specified Delivery Point.
	2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
	2.13 The term Imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of Lost and Unaccounted for Gas and Fuel, if any, specified in the Agreement.
	2.14 The term Lost and Unaccounted for Gas and Fuel shall mean the sum total difference in gas received at the Receipt Point and the gas delivered at the Delivery Point.
	2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis on any given day, as specified in an Exhibit A Addendum.
	2.16 The term Maximum Hourly Quantity or MHQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis in any single hour, as specified in an Exhibit A Addendum. Company shall not be obligated to agree to an MHQ greater than 1/15 of the MDQ.
	2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas.
	2.18 The term MMBtu shall mean one million (1,000,000) Btu's.
	2.19 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.
	2.20 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering Gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the Gas, purchase price of the Gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.
	2.21 The term Receipt Point shall mean the point or points specified in an Exhibit A Addendum at which gas is received by Company on behalf of Shipper for transportation to one or more Delivery Points.
	2.22 The term Shipper shall mean the person or entity designated as the Shipper in an executed Transportation Service Agreement.
	2.23 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.
	<b>3. TRANSPORTATION SERVICE AGREEMENTS</b>
	3.1 Company will provide transportation service to a Shipper only after both parties have executed a binding Transportation Service Agreement. Upon request of a Shipper, Company shall offer the Shipper a Transportation Service Agreement in a form acceptable to Company.
	3.2 Unless waived by Company, if a Shipper fails to execute and return to Company the Transportation Service Agreement within ten (10) Business Days after such agreement is tendered by Company for execution, then Shipper's request and the Transportation Service Agreement shall be null and void.
	3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Service Agreement, these General Terms as amended from time to time, the terms of Rate Schedule T-110 as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to a minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.5.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.5.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.5.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.5.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.5.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.5.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.5.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.5.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.5.2.3 Shipper must have not significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:</p> <p>(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;</p> <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 ADDENDUMS TO TRANSPORTATION SERVICE AGREEMENTS</p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A Request.</p> <p>4.2 A Shipper may request the initiation of new transportation service under a Transportation Service Agreement, or changes to or the renewal of an existing Exhibit A Addendum, by submitting an Exhibit A Request to Company. All Exhibit A Requests to initiate new service must be submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. All Exhibit A Requests for changes to or the renewal of an existing Exhibit A Addendum must be submitted to Company at least fifteen (15) days prior to the anticipated change to or renewal of such Exhibit A Addendum. Company shall, within ten (10) Business Days after receipt of such an Exhibit A Request, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A Request has been approved or is deficient. If Company deems the Exhibit A Request deficient, Shipper shall have the opportunity to resubmit a corrected Exhibit A Request subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A Request for any of the following:</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, MHQ or AVL under an existing Exhibit A Addendum;</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 Addendum; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A Addendum that has expired or will expire and terminate by its own terms.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

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

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>4.4 An Exhibit A Request must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</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 MHQ; and</p> <p>4.4.2.3 The AVL;</p> <p>4.4.3 The Receipt Point(s) and Delivery Point(s);</p> <p>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;</p> <p>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;</p> <p>4.4.6 Upstream pipeline contact information for confirmations</p> <p>4.4.7 Identification of the Applicable Indexes to be used for calculating Imbalance payments pursuant to Section 12 herein and the Lost and Unaccounted for Gas and Fuel percentage to be used in that calculation:</p> <p>4.4.7.1 Applicable Daily Index;</p> <p>4.4.7.2 Applicable Alternative Daily Index;</p> <p>4.4.7.3 Cash-out Index; and</p> <p>4.4.7.4 Lost and Unaccounted For Gas and Fuel as a Percent of Gas Received at Receipt Point</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.</p> <p>4.5 Acceptance of any Exhibit A Request is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A Request for transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.</p> <p>4.6 Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.</p> <p>4.7 Company shall promptly notify Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.</p> <p>4.8 Company may reject any Exhibit A Request or limit the term of any Exhibit A Request if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL.</p> <p><b>5. SCHEDULING AND NOMINATIONS</b></p> <p>5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time three days prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system.</p> <p>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>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

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

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	Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.
	11.2 Telemetering is required at all Delivery Points and Receipt Points to determine hourly and daily flow of gas at such Receipt Points and Delivery Points. Shipper shall reimburse Company or cause Company to be reimbursed for the full, installed cost of such telemetry.
	11.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines and service, if required for Company to use its telemetering equipment.
	Should Shipper or Shipper's designee fail to maintain or repair such telecommunications lines and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary.

**RATE ADJUSTMENT PROVISIONS:**

None

**DELIVERY POINTS**

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

**TYPE SERVICE PROVIDED**

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

**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.