

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 16143

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

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/07/2023

**INITIAL SERVICE DATE:** 11/01/2005                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

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

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-91-S-22 to T-91-S-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

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

**TITLE:** Coordinator Regulatory

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

**ADDRESS LINE 2:**

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

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

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
41398	TEXAS GENERAL LAND OFFICE	N	

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-91-S-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE SOUTH TEXAS DIVISION RATE SCHEDULE NO. T-91 S-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$470.68; (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.6000/MMBtu Next 750 MMBtu @ \$0.4000/MMBtu Over 1,500 MMBtu @ \$0.2000/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,295.68; (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>?</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,295.68; (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu</p>

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

and equal to the higher of:

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

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

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

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

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

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

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

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**ANNUAL RATE ADJUSTMENT**

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

**EQUIVALENT QUANTITY OF NATURAL GAS**

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

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

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

**OTHER CHARGES**

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

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be

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	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-91 S-23                      Replaces Rate Schedule T-91 S-22                      Effective 06-15-23</p> <p>Tnspt Terms T-91A                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p>

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	<p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.</p> <p>2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</p> <p>2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.</p> <p>2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</p> <p>2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.</p> <p>2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p>
	<p><b>3. APPLICATION FOR SERVICE</b></p> <p>3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural</p>

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	<p>gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> <p>4.4.2.1 The MDQ;</p> <p>4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule</p>

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

4.4.4 Term of Service

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

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

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

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

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

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

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

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

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

#### 5. SCHEDULING AND NOMINATIONS

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

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

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

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

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

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

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p><b>9. UNACCEPTABLE QUANTITIES</b></p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p><b>10. GAS TRANSPORTED BY COMPANY</b></p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-91B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with</p>



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	<p>documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical</p>

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

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**CURRENT RATE COMPONENT**

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	(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.
	14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.
	15. EVENT OF DEFAULT AND EARLY TERMINATION
	15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:
	15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
	15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
	15.1.3 otherwise become bankrupt or insolvent (however evidenced);
	15.1.4 be unable to pay its debts as they fall due;
	15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
	15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;
	15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;
	15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or
	15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;
	then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.
	15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
	15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.
	15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.
	16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE
	16.1 Limitations of Liability
	16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the

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	<p>basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Fifth Revised Terms &amp; Conditions    Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023    Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

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**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
58942	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> SMITHVILLE, ENV.					
Customer 41398 TEXAS GENERAL LAND OFFICE					
78742	D	MMBtu	\$.0000	06/01/2020	N
<b>DESCRIPTION:</b> FLORESVILLE, INC.					
Customer 41398 TEXAS GENERAL LAND OFFICE					
42969	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> BASTROP, ENVIRONS					
Customer 41398 TEXAS GENERAL LAND OFFICE					
43033	D	MMBtu	\$.0000	06/01/2020	N
<b>DESCRIPTION:</b> VICTORIA, INC.					
Customer 41398 TEXAS GENERAL LAND OFFICE					

**TYPE SERVICE PROVIDED**

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

**TUC APPLICABILITY**

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

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 16144

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

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/06/2023

**INITIAL SERVICE DATE:** 04/01/2005                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

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

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-90-C-22 to T-90-C-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

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

**TITLE:** Coordinator Regulatory

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

**ADDRESS LINE 2:**

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

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

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
40998	SYMMETRY ENERGY SERVICES	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 16144
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-90-C-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE TEXAS COAST DIVISION RATE SCHEDULE NO. T-90 C-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$573.10; (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.7500/MMBtu Next 750 MMBtu @ \$0.6000/MMBtu Over 1,500 MMBtu @ \$0.4500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,398.10; (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.3500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,398.10; (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1125/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu and equal to the higher of:</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 16144
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

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

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

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

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

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

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

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

**ANNUAL RATE ADJUSTMENT**

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

**EQUIVALENT QUANTITY OF NATURAL GAS**

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

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

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

**OTHER CHARGES**

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

**BILLING AND PAYMENT**

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



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE: DT                      RRC TARIFF NO: 16144**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-90 C-23                      Replaces Rate Schedule T-90 C-22                      Effective 06-15-23</p> <p>Tnspt Terms T-90A                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed</p>

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<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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	to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).
	2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.
	2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.
	2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.
	2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.
	2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.
	2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
	2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.
	2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.
	2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.
	2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.
	2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.
	2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.
	2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.
	2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.
	2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.
	2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.
	<b>3. APPLICATION FOR SERVICE</b>
	3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.
	3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.
	3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.
	3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.
	3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

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

such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

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

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

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

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

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

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

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

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

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

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

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

**4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT**

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

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

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

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

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

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

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

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

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

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

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

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

4.4.4 Term of Service

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

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	<p>4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.</p> <p>4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;</p> <p>4.4.6 Upstream Pipeline Contact Information for Confirmations</p> <p>4.4.7 Indexes:</p> <p>4.4.7.1 Applicable Monthly Index;</p> <p>4.4.7.2 Applicable Index Adder; and</p> <p>4.4.7.3 Applicable Daily Index</p> <p>4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.</p> <p>4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.</p> <p>4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.</p> <p>4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.</p> <p>4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.</p> <p><b>5. SCHEDULING AND NOMINATIONS</b></p> <p>5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.</p> <p>5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.</p> <p><b>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</b></p> <p>6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> <p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's</p>

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	<p>system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>8. WARRANTY OF TITLE</p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p>9. UNACCEPTABLE QUANTITIES</p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p>10. GAS TRANSPORTED BY COMPANY</p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-90B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p>11. FACILITIES</p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any</p>

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	<p>specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available</p>

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

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



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	<p>OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p>
	<p>Fifth Revised Terms &amp; Conditions    Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023    Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None



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GSD - 2 TARIFF REPORT

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

**TARIFF CODE: DT**                      **RRC TARIFF NO: 16144**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
58928	D	MMBtu	\$ .0000	04/01/2005	N
<b>DESCRIPTION:</b> HUMBLE, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
58929	D	MMBtu	\$ .0000	10/01/2018	N
<b>DESCRIPTION:</b> MONTGOMERY COUNTY, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
58930	D	MMBtu	\$ .0000	10/01/2018	N
<b>DESCRIPTION:</b> PASADENA, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
58931	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> SEABROOK, ENV.					
Customer 40998 SYMMETRY ENERGY SERVICES					
58932	D	MMBtu	\$ .0000	10/01/2018	N
<b>DESCRIPTION:</b> SHENANDOAH, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
58933	D	MMBtu	\$ .0000	10/01/2018	N
<b>DESCRIPTION:</b> STAFFORD, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
58934	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> TEAL RUN, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
58935	D	MMBtu	\$ .0000	06/01/2020	N
<b>DESCRIPTION:</b> WEBSTER, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
58936	D	MMBtu	\$ .0000	10/01/2018	N
<b>DESCRIPTION:</b> WOODLANDS, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
66265	D	MMBtu	\$ .0000	02/01/2007	N
<b>DESCRIPTION:</b> BAYTOWN, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE: DT                      RRC TARIFF NO: 16144**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
73135	D	MMBtu	\$.0000	02/01/2012	N
<b>DESCRIPTION:</b> HIGHLANDS, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
73136	D	MMBtu	\$.0000	06/01/2021	N
<b>DESCRIPTION:</b> SANTA FE, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
73137	D	MMBtu	\$.0000	02/01/2009	N
<b>DESCRIPTION:</b> SUGAR LAND, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
150	D	MMBtu	\$.0000	10/01/2018	N
<b>DESCRIPTION:</b> HOUSTON, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
155	D	MMBtu	\$.0000	04/01/2005	N
<b>DESCRIPTION:</b> HUNTSVILLE, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
194	D	MMBtu	\$.0000	06/01/2020	N
<b>DESCRIPTION:</b> LA PORTE, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
10	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> ANGLETON, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
111217	D	MMBtu	\$.0000	12/01/2019	N
<b>DESCRIPTION:</b> LA MARQUE, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
202	D	MMBtu	\$.0185	06/01/2020	N
<b>DESCRIPTION:</b> LEAGUE CITY, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
288	D	MMBtu	\$.0035	06/01/2020	N
<b>DESCRIPTION:</b> RICHMOND, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE: DT                      RRC TARIFF NO: 16144**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
352	D	MMBtu	\$ .0000	06/01/2020	N
<b>DESCRIPTION:</b> TEXAS CITY, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
55670	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> SUGAR LAND, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
55671	D	MMBtu	\$ .0000	04/01/2005	N
<b>DESCRIPTION:</b> TEXAS CITY, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
55672	D	MMBtu	\$ .0000	06/01/2020	N
<b>DESCRIPTION:</b> DICKINSON, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
73140	D	MMBtu	\$ .0000	06/01/2020	N
<b>DESCRIPTION:</b> KATY, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
73142	D	MMBtu	\$ .0000	10/01/2018	N
<b>DESCRIPTION:</b> GALENA PARK, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
73145	D	MMBtu	\$ .0000	01/01/2009	N
<b>DESCRIPTION:</b> CROSBY, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
77073	D	MMBtu	\$ .0000	06/01/2020	N
<b>DESCRIPTION:</b> PEARLAND, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
77075	D	MMBtu	\$ .0000	06/01/2010	N
<b>DESCRIPTION:</b> ROSENBERG, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
77967	D	MMBtu	\$ .0000	10/01/2018	N
<b>DESCRIPTION:</b> MISSOURI CITY, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					

GAS SERVICES DIVISION

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

**TARIFF CODE: DT                      RRC TARIFF NO: 16144**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
77972	D	MMBtu	\$.0000	06/01/2020	N
<b>DESCRIPTION:</b> FREEPORT, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
77973	D	MMBtu	\$.0000	06/01/2020	N
<b>DESCRIPTION:</b> CLUTE, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
77974	D	MMBtu	\$.0000	06/01/2020	N
<b>DESCRIPTION:</b> DICKINSON, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
77975	D	MMBtu	\$.0000	06/01/2020	N
<b>DESCRIPTION:</b> FRIENDSWOOD, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
77977	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> KATY, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
78248	D	MMBtu	\$.0000	10/01/2018	N
<b>DESCRIPTION:</b> PORTER, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
78744	D	MMBtu	\$.0000	12/01/2011	N
<b>DESCRIPTION:</b> FRIENDSWOOD, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
78920	D	MMBtu	\$.0000	01/01/2012	N
<b>DESCRIPTION:</b> MONT BELVIEU, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
80624	D	MMBtu	\$.0000	06/01/2020	N
<b>DESCRIPTION:</b> PECAN GROVE, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
80625	D	MMBtu	\$.0000	06/01/2020	N
<b>DESCRIPTION:</b> KEMAH, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					

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

**TARIFF CODE: DT                      RRC TARIFF NO: 16144**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
80626	D	MMBtu	\$.0000	06/01/2020	N
<b>DESCRIPTION:</b> PEARLAND, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
80629	D	MMBtu	\$.0000	10/01/2018	N
<b>DESCRIPTION:</b> WILLIS, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
85546	D	MMBtu	\$.0000	06/01/2020	N
<b>DESCRIPTION:</b> EL LAGO, INC					
Customer 40998 SYMMETRY ENERGY SERVICES					
86375	D	MMBtu	\$.0000	06/01/2020	N
<b>DESCRIPTION:</b> MONT BELVIEU, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
87308	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> ROSENBERG, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
88009	D	MMBtu	\$.0000	06/01/2020	N
<b>DESCRIPTION:</b> MORGAN'S POINT, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					

**TYPE SERVICE PROVIDED**

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

**TUC APPLICABILITY**

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

The parties are affiliated.

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

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



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 19411

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

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/07/2023

**INITIAL SERVICE DATE:** 08/01/2007                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

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

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-91-S-22 to T-91-S-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

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

**TITLE:** Coordinator Regulatory

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

**ADDRESS LINE 2:**

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

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

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
28436	RANDOLPH AIR FORCE BASE	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 19411
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-91-S-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE SOUTH TEXAS DIVISION RATE SCHEDULE NO. T-91 S-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$470.68; (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.6000/MMBtu Next 750 MMBtu @ \$0.4000/MMBtu Over 1,500 MMBtu @ \$0.2000/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,295.68; (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>?</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,295.68; (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 19411
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	and equal to the higher of:
	(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;
	a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;
	b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;
	c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;
	d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;
	(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.
	(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.
	?
	<b>ANNUAL RATE ADJUSTMENT</b>
	The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.
	<b>EQUIVALENT QUANTITY OF NATURAL GAS</b>
	The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.
	<b>PAYMENTS TO GOVERNMENTAL AUTHORITIES</b>
	In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.
	<b>OTHER CHARGES</b>
	Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.
	<b>BILLING AND PAYMENT</b>
	Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE: DT                      RRC TARIFF NO: 19411**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-91 S-23                      Replaces Rate Schedule T-91 S-22                      Effective 06-15-23</p> <p>Tnspt Terms T-91A                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 19411
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.</p> <p>2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</p> <p>2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.</p> <p>2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</p> <p>2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.</p> <p>2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p>
	<p><b>3. APPLICATION FOR SERVICE</b></p> <p>3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural</p>

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**CURRENT RATE COMPONENT**

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	<p>gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> <p>4.4.2.1 The MDQ;</p> <p>4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule</p>

## GAS SERVICES DIVISION

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

4.4.4 Term of Service

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

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

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

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

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

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

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

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

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

#### 5. SCHEDULING AND NOMINATIONS

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

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

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

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

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

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

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	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p><b>9. UNACCEPTABLE QUANTITIES</b></p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p><b>10. GAS TRANSPORTED BY COMPANY</b></p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-91B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with</p>



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	<p>documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical</p>

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 19411
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.
	14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.
	15. EVENT OF DEFAULT AND EARLY TERMINATION
	15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:
	15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
	15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
	15.1.3 otherwise become bankrupt or insolvent (however evidenced);
	15.1.4 be unable to pay its debts as they fall due;
	15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
	15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;
	15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;
	15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or
	15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;
	then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.
	15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
	15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.
	15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.
	16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE
	16.1 Limitations of Liability
	16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID: 6263</b>	<b>COMPANY NAME: CENTERPOINT ENERGY ENTEX</b>
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<b>TARIFF CODE: DT</b>	<b>RRC TARIFF NO: 19411</b>
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p style="text-align: center;">Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None
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GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE: DT                      RRC TARIFF NO: 19411**

**DELIVERY POINTS**

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

**TYPE SERVICE PROVIDED**

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

**TUC APPLICABILITY**

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

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE: DT                      RRC TARIFF NO: 20587**

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A  
**OPERATOR NO:**  
**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 05/08/2020  
**INITIAL SERVICE DATE:** 06/01/2008                      **TERM OF CONTRACT DATE:**  
**INACTIVE DATE:**                      **AMENDMENT DATE:** 10/01/2018  
**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**  
**CITY ORDINANCE NO:**  
**AMENDMENT(EXPLAIN):** None  
**OTHER(EXPLAIN):** EFFECTIVE 12/1/19: THIS TARIFF IS NO LONGER ACTIVE

**PREPARER - PERSON FILING**

**RRC NO:** 1182                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**  
**FIRST NAME:** Pandy                      **MIDDLE:**                      **LAST NAME:** Livingston  
**TITLE:** Reg. Data Specialist  
**ADDRESS LINE 1:** P.O. Box 2628  
**ADDRESS LINE 2:**  
**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628  
**AREA CODE:** 713                      **PHONE NO:** 207-5571                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
29240	LUMINANT ENERGY	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 20587
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-13	PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill \$1.09, based on \$1.00 per service line. Collected from April 1, 2019 to April 30, 2019.
T-90	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE RATE SCHEDULE NO. T-90</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where</p> <p>(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;            (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;            (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby,            (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and            (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills rendered on and after October 1, 2018, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$300.00;            (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein;            (iii) Distribution Charge First 750 MMBtu @ \$0.7500/MMBtu Next 750 MMBtu @ \$0.6000/MMBtu Over 1,500 MMBtu @ \$0.4500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills rendered on and after October 1, 2018, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,125.00;            (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein;            (iii) Distribution Charge @ \$0.3500/MMBtu            (iv) Payments to Government Authorities, as defined herein.</p> <p>(C) Effective with all bills rendered on and after October 1, 2018, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,125.00;            (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein; NET MONTHLY RATE (cont'd)            (iii) Distribution Charge @ \$0.1125/MMBtu            (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:</p> <p>(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 20587
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

the sixty (60) month period ended June 30, 2018 for all gas consumed;

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

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

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

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

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

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

**ANNUAL RATE ADJUSTMENT**

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

**EQUIVALENT QUANTITY OF NATURAL GAS**

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

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

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

**OTHER CHARGES**

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

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered.



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE: DT                      RRC TARIFF NO: 20587**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C.Section717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-90 Replaces Revised Rate Schedule T-69: Effective 10-01-18 Rate Schedule T-72; &amp; Revised Rate Schedule T-76</p> <p>Tnspt Terms T-90A      CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 &amp; T-92 1.</p> <p>APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S 2. DEFINITIONS</p> <p>2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p>2.4 The term Btu shall mean British Thermal Unit.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE: DT                      RRC TARIFF NO: 20587**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.
	2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).
	2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.
	2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.
	2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.
	2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.
	2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.
	The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.
	2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
	2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.
	2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.
	2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.
	2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.
	2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.
	2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.
	2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.
	2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.
	2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p>
	<p>3. APPLICATION FOR SERVICE</p>
	<p>3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</p>
	<p>3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.</p>
	<p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p>
	<p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p>
	<p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p>
	<p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p>
	<p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p>
	<p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p>
	<p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p>
	<p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p>
	<p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p>
	<p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p>
	<p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p>
	<p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p>
	<p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:</p>
	<p>(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;</p>
	<p>(b) a standby irrevocable letter of credit acceptable to Company; or</p>
	<p>(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p>
	<p>4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</p>
	<p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p>

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p>
	<p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p>
	<p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p>
	<p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p>
	<p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p>
	<p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p>
	<p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p>
	<p>4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;</p>
	<p>4.4.2 Gas Quantities:</p>
	<p>4.4.2.1 The MDQ;</p>
	<p>4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule</p>
	<p>4.4.3 The Receipt Point(s) and Delivery Point(s);</p>
	<p>4.4.4 Term of Service</p>
	<p>4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;</p>
	<p>4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.</p>
	<p>4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;</p>
	<p>4.4.6 Upstream Pipeline Contact Information for Confirmations</p>
	<p>4.4.7 Indexes:</p>
	<p>4.4.7.1 Applicable Monthly Index;</p>
	<p>4.4.7.2 Applicable Index Adder; and</p>
	<p>4.4.7.3 Applicable Daily Index</p>
	<p>4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.</p>
	<p>4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.</p>

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

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

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

**5. SCHEDULING AND NOMINATIONS**

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

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

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

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

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

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

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

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

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

**7. RECEIPT OF GAS FOR TRANSPORT**

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

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

**8. WARRANTY OF TITLE**

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

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	<p>9. UNACCEPTABLE QUANTITIES</p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p>
	<p>10. GAS TRANSPORTED BY COMPANY</p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>First Revised Terms &amp; Conditions Replaces Original T-90, T-91 &amp; T-92 Effective 07-11-2019 Terms &amp; Conditions</p> <p>Tnspt Terms T-90B Continuation from Tnspt Terms T-92 A. CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 &amp; T-92</p>
	<p>11. FACILITIES</p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p>

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## 12. BALANCING

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

12.2 Shipper shall have a general obligation to:

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

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

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

## 12.5 Daily Imbalances During Critical Period Events

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

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

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

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

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

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

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

## 12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period

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Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

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

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

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

12.7 Monthly Imbalances

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

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

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

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

### 13. BILLING AND PAYMENT

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

13.2 Shipper shall remit the amount due under Section

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

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

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

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices



## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 20587
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

## 14. ASSURANCE OF PERFORMANCE

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

## 15. EVENT OF DEFAULT AND EARLY TERMINATION

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

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

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

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

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

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

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

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

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

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

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

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

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE: DT**                      **RRC TARIFF NO: 20587**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p>
	<p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p>
	<p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p>
	<p>16.2 Force Majeure</p>
	<p>15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p>
	<p>15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p>
	<p>15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p>

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 20587
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<b>CURRENT RATE COMPONENT</b>
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<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	Terms & Conditions

<b>RATE ADJUSTMENT PROVISIONS:</b>
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None
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GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE: DT**                      **RRC TARIFF NO: 20587**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
352	D	MMBtu	\$ .0000	10/01/2018	N
<b>DESCRIPTION:</b> TEXAS CITY, INC.					
Customer 29240 LUMINANT ENERGY					
43033	D	MMBtu	\$ .0000	06/01/2008	N
<b>DESCRIPTION:</b> VICTORIA, INC.					
Customer 29240 LUMINANT ENERGY					
149	D	MMBtu	\$ .0000	10/01/2018	N
<b>DESCRIPTION:</b> HOUSTON, INC.					
Customer 29240 LUMINANT ENERGY					
150	D	MMBtu	\$ .0000	10/01/2018	N
<b>DESCRIPTION:</b> HOUSTON, ENVIRONS					
Customer 29240 LUMINANT ENERGY					
55670	D	MMBtu	\$ .0000	06/01/2008	N
<b>DESCRIPTION:</b> SUGAR LAND, INC.					
Customer 29240 LUMINANT ENERGY					
55675	D	MMBtu	\$ .0000	03/01/2009	N
<b>DESCRIPTION:</b> RICHMOND, INC.					
Customer 29240 LUMINANT ENERGY					
58921	D	MMBtu	\$ .0000	06/01/2008	N
<b>DESCRIPTION:</b> ALVIN, INC.					
Customer 29240 LUMINANT ENERGY					
58924	D	MMBtu	\$ .0000	06/01/2008	N
<b>DESCRIPTION:</b> CONROE, INC.					
Customer 29240 LUMINANT ENERGY					
58930	D	MMBtu	\$ .0000	06/01/2008	N
<b>DESCRIPTION:</b> PASADENA, INC.					
Customer 29240 LUMINANT ENERGY					
58933	D	MMBtu	\$ .0000	04/01/2005	N
<b>DESCRIPTION:</b> STAFFORD, INC.					
Customer 29240 LUMINANT ENERGY					

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE: DT                      RRC TARIFF NO: 20587**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
58935	D	MMBtu	\$.0000	06/01/2008	N
<b>DESCRIPTION:</b> WEBSTER, INC.					
<b>Customer</b>	29240	LUMINANT ENERGY			
58943	D	MMBtu	\$.0000	06/01/2008	N
<b>DESCRIPTION:</b> GALENA PARK, ENVIRONS					
<b>Customer</b>	29240	LUMINANT ENERGY			
66267	D	MMBtu	\$.0000	10/01/2018	N
<b>DESCRIPTION:</b> WHARTON, INC.					
<b>Customer</b>	29240	LUMINANT ENERGY			
68836	D	MMBtu	\$.0000	07/01/2008	N
<b>DESCRIPTION:</b> BROOKSHIRE, ENVIRONS					
<b>Customer</b>	29240	LUMINANT ENERGY			
68837	D	MMBtu	\$.0000	01/01/2008	N
<b>DESCRIPTION:</b> ANGLETON, INC.					
<b>Customer</b>	29240	LUMINANT ENERGY			

**TYPE SERVICE PROVIDED**

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

**TUC APPLICABILITY**

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

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE: DT                      RRC TARIFF NO: 20685**

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

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 04/16/2019

**INITIAL SERVICE DATE:** 12/01/2008                      **TERM OF CONTRACT DATE:**

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

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

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

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Effective 4/1/19: Add Pipeline Safety Inspection Fee

**PREPARER - PERSON FILING**

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

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

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

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

**ADDRESS LINE 2:**

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

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

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
29391	CONSTELLATION	N	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID: 6263</b>	<b>COMPANY NAME: CENTERPOINT ENERGY ENTEX</b>
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<b>TARIFF CODE: DT</b>	<b>RRC TARIFF NO: 20685</b>
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-13	PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill \$1.09, based on \$1.00 per service line. Collected from April 1, 2019 to April 30, 2019.
T-91	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE RATE SCHEDULE NO. T-91</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where</p> <p>(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;                      (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;                      (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby,                      (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and                      (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills rendered on and after October 1, 2018, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$300.00;                      (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein;                      (iii) Distribution Charge First 750 MMBtu @ \$0.6000/MMBtu Next 750 MMBtu @ \$0.4000/MMBtu Over 1,500 MMBtu @ \$0.2000/MMBtu                      (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills rendered on and after October 1, 2018, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,125.00;                      (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein;                      (iii) Distribution Charge @ \$0.1500/MMBtu                      (iv) Payments to Government Authorities, as defined herein.</p> <p>(C) Effective with all bills rendered on and after October 1, 2018, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,125.00;                      (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein; NET MONTHLY RATE                      (iii) Distribution Charge @ \$0.1000/MMBtu                      (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 20685
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;</p> <p>a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;</p> <p>b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;</p> <p>c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;</p> <p>d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;</p> <p>(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.</p> <p>(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.</p>
	<p><b>ANNUAL RATE ADJUSTMENT</b></p> <p>The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.</p>
	<p><b>EQUIVALENT QUANTITY OF NATURAL GAS</b></p> <p>The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.</p>
	<p><b>PAYMENTS TO GOVERNMENTAL AUTHORITIES</b></p> <p>In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.</p>
	<p><b>OTHER CHARGES</b></p> <p>Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.</p>
	<p><b>BILLING AND PAYMENT</b></p> <p>Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be</p>



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE: DT                      RRC TARIFF NO: 20685**

**CURRENT RATE COMPONENT**

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	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C.Section717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-91 Replaces Revised Rate Schedule T-65: Effective 10-01-18 Revised Rate Schedule T-75; &amp; Revised Rate Schedule T-85</p> <p>Tnspt Terms T-91A                      Continuation from Tnspt Terms T-90 A.</p> <p>CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>11. FACILITIES</p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair</p>

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telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

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

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

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

**12. BALANCING**

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

12.2 Shipper shall have a general obligation to:

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

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

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

**12.5 Daily Imbalances During Critical Period Events**

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

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

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

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the

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specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

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

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

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

12.6 Multi-day Imbalances

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

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

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

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

## 12.7 Monthly Imbalances

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

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

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

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

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

## 13. BILLING AND PAYMENT

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

13.2 Shipper shall remit the amount due under Section

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

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

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

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

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

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

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

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

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

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

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

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

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

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

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

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

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the

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

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	<p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Original Terms &amp; Conditions Replaces Third Revised T-65; Effective 10-01-2018 Third Revised T-69; Third Revised 72; Third Revised T-75; Third Revised T-76; &amp; Second Revised T-85 Terms &amp; Conditions</p>
Tnspt Terms T-91B	<p>Continuation from Tnspt Terms T-91 A. CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>11. FACILITIES</p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p>

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

**12. BALANCING**

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

12.2 Shipper shall have a general obligation to:

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

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

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

**12.5 Daily Imbalances During Critical Period Events**

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

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

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

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

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

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

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

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 20685
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

## 12.6 Multi-day Imbalances

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

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

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

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

## 12.7 Monthly Imbalances

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

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

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

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

## 13. BILLING AND PAYMENT

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

13.2 Shipper shall remit the amount due under Section

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

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount



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

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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 20685
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.</p> <p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE 16.1 Limitations of Liability</p> <p>16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES. 16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE: DT                      RRC TARIFF NO: 20685**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Original Terms &amp; Conditions Replaces Third Revised T-65; Effective 10-01-2018 Third Revised T-69; Third Revised 72; Third Revised T-75; Third Revised T-76; &amp; Second Revised T-85 Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE: DT**                      **RRC TARIFF NO: 20685**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
23	D	MMBtu	\$ .0000	10/01/2018	N
<b>DESCRIPTION:</b> BEAUMONT, INC.					
Customer 29391                      CONSTELLATION					
48	D	MMBtu	\$ .0000	12/01/2008	N
<b>DESCRIPTION:</b> CARTHAGE, ENVIRONS					
Customer 29391                      CONSTELLATION					
108922	D	MMBtu	\$ .0000	10/01/2018	N
<b>DESCRIPTION:</b> ELGIN, INC.					
Customer 29391                      CONSTELLATION					
234	D	MMBtu	\$6.7231	07/02/2003	N
<b>DESCRIPTION:</b> NACOGDOCHES, INC.					
Customer 29391                      CONSTELLATION					
42991	D	MMBtu	\$ .0000	10/01/2018	N
<b>DESCRIPTION:</b> HENDERSON, INC.					
Customer 29391                      CONSTELLATION					
43009	D	MMBtu	\$ .0000	10/01/2018	N
<b>DESCRIPTION:</b> LUFKIN, INC.					
Customer 29391                      CONSTELLATION					
43028	D	MMBtu	\$ .0000	12/01/2008	N
<b>DESCRIPTION:</b> TENAHA, ENVIRONS					
Customer 29391                      CONSTELLATION					

**TYPE SERVICE PROVIDED**

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

**TUC APPLICABILITY**

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

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 22129

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

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/06/2023

**INITIAL SERVICE DATE:** 05/01/2009                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

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

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-90-H-22 to T-90-H-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

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

**TITLE:** Coordinator Regulatory

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

**ADDRESS LINE 2:**

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

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

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
29240	LUMINANT ENERGY	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 22129
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-90-H-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE HOUSTON DIVISION RATE SCHEDULE NO. T-90 H-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$471.94; (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.7500/MMBtu Next 750 MMBtu @ \$0.6000/MMBtu Over 1,500 MMBtu @ \$0.4500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,296.94; (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.3500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>?</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,296.94; (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1125/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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and equal to the higher of:

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

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

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

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

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

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

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

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**ANNUAL RATE ADJUSTMENT**

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

**EQUIVALENT QUANTITY OF NATURAL GAS**

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

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

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

**OTHER CHARGES**

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

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be

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	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-90 H-23                      Replaces Rate Schedule T-90 H-22                      Effective 06-15-23</p> <p>Tnspt Terms T-90A      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p>



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	<p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.</p> <p>2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</p> <p>2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.</p> <p>2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</p> <p>2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.</p> <p>2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p>
	<p><b>3. APPLICATION FOR SERVICE</b></p> <p>3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural</p>

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	<p>gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> <p>4.4.2.1 The MDQ;</p> <p>4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule</p>

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

4.4.4 Term of Service

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

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

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

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

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

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

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

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

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

#### 5. SCHEDULING AND NOMINATIONS

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

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

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

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

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

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

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	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p><b>9. UNACCEPTABLE QUANTITIES</b></p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p><b>10. GAS TRANSPORTED BY COMPANY</b></p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-90B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with</p>

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	<p>documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE: DT                      RRC TARIFF NO: 22129**

**CURRENT RATE COMPONENT**

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 22129

**CURRENT RATE COMPONENT**

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE:** DT      **RRC TARIFF NO:** 22129

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE: DT                      RRC TARIFF NO: 22129**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
194	D	MMBtu	\$.0000	10/01/2018	N
<b>DESCRIPTION:</b> LA PORTE, INC.					
Customer 29240 LUMINANT ENERGY					
352	D	MMBtu	\$.0000	10/01/2018	N
<b>DESCRIPTION:</b> TEXAS CITY, INC.					
Customer 29240 LUMINANT ENERGY					
55670	D	MMBtu	\$.0000	05/01/2009	N
<b>DESCRIPTION:</b> SUGAR LAND, INC.					
Customer 29240 LUMINANT ENERGY					
55673	D	MMBtu	\$.0000	10/01/2018	N
<b>DESCRIPTION:</b> BAYTOWN, ENVIRONS					
Customer 29240 LUMINANT ENERGY					
58924	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> CONROE, INC.					
Customer 29240 LUMINANT ENERGY					
58930	D	MMBtu	\$.0000	10/01/2018	N
<b>DESCRIPTION:</b> PASADENA, INC.					
Customer 29240 LUMINANT ENERGY					
58933	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> STAFFORD, INC.					
Customer 29240 LUMINANT ENERGY					
66265	D	MMBtu	\$.0000	12/01/2010	N
<b>DESCRIPTION:</b> BAYTOWN, INC.					
Customer 29240 LUMINANT ENERGY					
67773	D	MMBtu	\$.0000	05/01/2009	N
<b>DESCRIPTION:</b> LIVERPOOL, INC.					
Customer 29240 LUMINANT ENERGY					
68172	D	MMBtu	\$.0000	12/01/2012	N
<b>DESCRIPTION:</b> NASSAU BAY, INC.					
Customer 29240 LUMINANT ENERGY					

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
68836	D	MMBtu	\$.0000	05/01/2009	N
<b>DESCRIPTION:</b> BROOKSHIRE, ENVIRONS					
Customer 29240 LUMINANT ENERGY					
73134	D	MMBtu	\$.0000	12/01/2009	N
<b>DESCRIPTION:</b> SOUTH HOUSTON, INC.					
Customer 29240 LUMINANT ENERGY					
73140	D	MMBtu	\$.0000	10/01/2009	N
<b>DESCRIPTION:</b> KATY, INC.					
Customer 29240 LUMINANT ENERGY					
73144	D	MMBtu	\$.0000	10/01/2009	N
<b>DESCRIPTION:</b> BELLAIRE, INC.					
Customer 29240 LUMINANT ENERGY					
77072	D	MMBtu	\$.0000	12/01/2010	N
<b>DESCRIPTION:</b> SPRING VALLEY, INC.					
Customer 29240 LUMINANT ENERGY					
77073	D	MMBtu	\$.0000	11/01/2016	N
<b>DESCRIPTION:</b> PEARLAND, INC.					
Customer 29240 LUMINANT ENERGY					
77075	D	MMBtu	\$.0000	06/01/2010	N
<b>DESCRIPTION:</b> ROSENBERG, INC.					
Customer 29240 LUMINANT ENERGY					
77972	D	MMBtu	\$.0000	12/01/2011	N
<b>DESCRIPTION:</b> FREEPORT, INC.					
Customer 29240 LUMINANT ENERGY					
77973	D	MMBtu	\$.0000	07/01/2011	N
<b>DESCRIPTION:</b> CLUTE, INC.					
Customer 29240 LUMINANT ENERGY					
77977	D	MMBtu	\$.0000	02/01/2016	N
<b>DESCRIPTION:</b> KATY, ENVIRONS					
Customer 29240 LUMINANT ENERGY					

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE: DT                      RRC TARIFF NO: 22129**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
80624	D	MMBtu	\$.0000	07/01/2012	N
<b>DESCRIPTION:</b> PECAN GROVE, ENVIRONS					
Customer    29240                      LUMINANT ENERGY					
86375	D	MMBtu	\$.0000	10/01/2018	N
<b>DESCRIPTION:</b> MONT BELVIEU, ENVIRONS					
Customer    29240                      LUMINANT ENERGY					
149	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> HOUSTON, INC.					
Customer    29240                      LUMINANT ENERGY					
150	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> HOUSTON, ENVIRONS					
Customer    29240                      LUMINANT ENERGY					

**TYPE SERVICE PROVIDED**

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

**TUC APPLICABILITY**

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

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 22130

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

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/06/2023

**INITIAL SERVICE DATE:** 05/01/2009                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

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

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-90-H-22 to T-90-H-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

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

**TITLE:** Coordinator Regulatory

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

**ADDRESS LINE 2:**

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

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

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
29391	CONSTELLATION	N	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE: DT                      RRC TARIFF NO: 22130**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	<p>IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.</p>
T-90-H-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE HOUSTON DIVISION RATE SCHEDULE NO. T-90 H-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <ul style="list-style-type: none"> <li>(i) Customer Charge @ \$471.94;</li> <li>(ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein;</li> <li>(iii) Distribution Charge <ul style="list-style-type: none"> <li>First 750 MMBtu @ \$0.7500/MMBtu</li> <li>Next 750 MMBtu @ \$0.6000/MMBtu</li> <li>Over 1,500 MMBtu @ \$0.4500/MMBtu</li> </ul> </li> <li>(iv) Payments to Government Authorities, as defined herein.</li> </ul> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <ul style="list-style-type: none"> <li>(i) Customer Charge @ \$1,296.94;</li> <li>(ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein;</li> <li>(iii) Distribution Charge @ \$0.3500/MMBtu</li> <li>(iv) Payments to Government Authorities, as defined herein.</li> </ul> <p>?</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <ul style="list-style-type: none"> <li>(i) Customer Charge @ \$1,296.94;</li> <li>(ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein;</li> <li>(iii) Distribution Charge @ \$0.1125/MMBtu</li> <li>(iv) Payments to Government Authorities, as defined herein.</li> </ul> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 22130
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	and equal to the higher of:
	(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;
	a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;
	b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;
	c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;
	d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;
	(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.
	(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.
	?
	<b>ANNUAL RATE ADJUSTMENT</b>
	The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.
	<b>EQUIVALENT QUANTITY OF NATURAL GAS</b>
	The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.
	<b>PAYMENTS TO GOVERNMENTAL AUTHORITIES</b>
	In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.
	<b>OTHER CHARGES</b>
	Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.
	<b>BILLING AND PAYMENT</b>
	Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-90 H-23                      Replaces Rate Schedule T-90 H-22                      Effective 06-15-23</p> <p>Tnspt Terms T-90A      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p>

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	<p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.</p> <p>2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</p> <p>2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.</p> <p>2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</p> <p>2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.</p> <p>2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p>
	<p><b>3. APPLICATION FOR SERVICE</b></p> <p>3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural</p>



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GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 22130
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**CURRENT RATE COMPONENT**

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	<p>gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> <p>4.4.2.1 The MDQ;</p> <p>4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

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

4.4.4 Term of Service

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

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

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

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

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

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

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

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

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

#### 5. SCHEDULING AND NOMINATIONS

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

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

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

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

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 22130
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p><b>9. UNACCEPTABLE QUANTITIES</b></p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p><b>10. GAS TRANSPORTED BY COMPANY</b></p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-90B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with</p>

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	<p>documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical</p>

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	<p>Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <p>Overage Underage</p> <p>Imbalance Level The Company Pays Shipper the Shipper Pays the            Following Percentage of the Company the Following Cash-Out Price Percentage of the Cash-Out Price</p> <table border="0"> <tr> <td>From 0% to 5%</td> <td>100%</td> <td>100%</td> </tr> <tr> <td>From 5% to 10%</td> <td>80%</td> <td>120%</td> </tr> <tr> <td>From 10% to 15%</td> <td>70%</td> <td>130%</td> </tr> <tr> <td>From 15% to 20%</td> <td>60%</td> <td>140%</td> </tr> <tr> <td>Greater than 20%</td> <td>50%</td> <td>150%</td> </tr> </table> <p>12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.</p> <p>12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two</p>	From 0% to 5%	100%	100%	From 5% to 10%	80%	120%	From 10% to 15%	70%	130%	From 15% to 20%	60%	140%	Greater than 20%	50%	150%
From 0% to 5%	100%	100%														
From 5% to 10%	80%	120%														
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From 15% to 20%	60%	140%														
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	(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.
	14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.
	15. EVENT OF DEFAULT AND EARLY TERMINATION
	15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:
	15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
	15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
	15.1.3 otherwise become bankrupt or insolvent (however evidenced);
	15.1.4 be unable to pay its debts as they fall due;
	15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
	15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;
	15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;
	15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or
	15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;
	then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.
	15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
	15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.
	15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.
	16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE
	16.1 Limitations of Liability
	16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the

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	<p>basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

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**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
288	D	MMBtu	\$.0000	10/01/2018	N
<b>DESCRIPTION:</b> RICHMOND, ENVIRONS					
Customer 29391                      CONSTELLATION					
55670	D	MMBtu	\$.0000	10/01/2018	N
<b>DESCRIPTION:</b> SUGAR LAND, INC.					
Customer 29391                      CONSTELLATION					
58926	D	MMBtu	\$.0000	12/01/2018	N
<b>DESCRIPTION:</b> DEER PARK, INC.					
Customer 29391                      CONSTELLATION					
58928	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> HUMBLE, INC.					
Customer 29391                      CONSTELLATION					
58930	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> PASADENA, INC.					
Customer 29391                      CONSTELLATION					
58935	D	MMBtu	\$.0000	10/01/2018	N
<b>DESCRIPTION:</b> WEBSTER, INC.					
Customer 29391                      CONSTELLATION					
66265	D	MMBtu	\$.0000	10/01/2018	N
<b>DESCRIPTION:</b> BAYTOWN, INC.					
Customer 29391                      CONSTELLATION					
77073	D	MMBtu	\$.0000	10/01/2018	N
<b>DESCRIPTION:</b> PEARLAND, INC.					
Customer 29391                      CONSTELLATION					
77967	D	MMBtu	\$.0000	02/01/2015	N
<b>DESCRIPTION:</b> MISSOURI CITY, INC.					
Customer 29391                      CONSTELLATION					
77972	D	MMBtu	\$.0000	10/01/2018	N
<b>DESCRIPTION:</b> FREEPORT, INC.					
Customer 29391                      CONSTELLATION					



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE: DT                      RRC TARIFF NO: 22130**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
77977	D	MMBtu	\$ .0000	06/01/2011	N
<b>DESCRIPTION:</b> KATY, ENVIRONS					
Customer 29391                      CONSTELLATION					
79037	D	MMBtu	\$ .0000	07/01/2022	N
<b>DESCRIPTION:</b> NEW CANEY, ENVIRONS					
Customer 29391                      CONSTELLATION					
80624	D	MMBtu	\$ .0000	10/01/2018	N
<b>DESCRIPTION:</b> PECAN GROVE, ENVIRONS					
Customer 29391                      CONSTELLATION					
149	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> HOUSTON, INC.					
Customer 29391                      CONSTELLATION					
150	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> HOUSTON, ENVIRONS					
Customer 29391                      CONSTELLATION					

**TYPE SERVICE PROVIDED**

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

**TUC APPLICABILITY**

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

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 22196

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

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/06/2023

**INITIAL SERVICE DATE:** 06/01/2009                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

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

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-91-E-22 to T-91-E-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

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

**TITLE:** Coordinator Regulatory

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

**ADDRESS LINE 2:**

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

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

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
40998	SYMMETRY ENERGY SERVICES	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 22196
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-91-E-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE BEAUMONT/EAST TEXAS DIVISION RATE SCHEDULE NO. T-91 E-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$371.40; (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.6000/MMBtu Next 750 MMBtu @ \$0.4000/MMBtu Over 1,500 MMBtu @ \$0.2000/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,196.40; (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>?</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,196.40; (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 22196
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	and equal to the higher of:
	(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;
	a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;
	b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;
	c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;
	d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;
	(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.
	(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.
	?
	<b>ANNUAL RATE ADJUSTMENT</b>
	The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.
	<b>EQUIVALENT QUANTITY OF NATURAL GAS</b>
	The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.
	<b>PAYMENTS TO GOVERNMENTAL AUTHORITIES</b>
	In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.
	<b>OTHER CHARGES</b>
	Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.
	<b>BILLING AND PAYMENT</b>
	Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE: DT                      RRC TARIFF NO: 22196**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-91 E-23                      Replaces Rate Schedule T-91 E-22                      Effective 06-15-23</p> <p>Tnspt Terms T-91A                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 22196
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.</p> <p>2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</p> <p>2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.</p> <p>2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</p> <p>2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.</p> <p>2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p>
	<p><b>3. APPLICATION FOR SERVICE</b></p> <p>3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 22196
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> <p>4.4.2.1 The MDQ;</p> <p>4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 22196
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

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

4.4.4 Term of Service

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

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

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

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

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

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

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

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

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

#### 5. SCHEDULING AND NOMINATIONS

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

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

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

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

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

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



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 22196
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p><b>9. UNACCEPTABLE QUANTITIES</b></p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p><b>10. GAS TRANSPORTED BY COMPANY</b></p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-91B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with</p>

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	<p>documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical</p>

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

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	(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.
	14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.
	15. EVENT OF DEFAULT AND EARLY TERMINATION
	15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:
	15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
	15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
	15.1.3 otherwise become bankrupt or insolvent (however evidenced);
	15.1.4 be unable to pay its debts as they fall due;
	15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
	15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;
	15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;
	15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or
	15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;
	then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.
	15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
	15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.
	15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.
	16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE
	16.1 Limitations of Liability
	16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the

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	<p>basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None
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GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE: DT**                      **RRC TARIFF NO: 22196**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
60	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> CLEVELAND, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
110296	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> LINDEN ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
155	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> HUNTSVILLE, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
234	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> NACOGDOCHES, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
302	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> RUSK, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
34649	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> MT. PLEASANT					
Customer 40998 SYMMETRY ENERGY SERVICES					
34653	D	MMBtu	\$ .3405	07/11/2019	N
<b>DESCRIPTION:</b> DANGERFIELD					
Customer 40998 SYMMETRY ENERGY SERVICES					
359	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> TYLER, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
42975	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> CARTHAGE, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
42977	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> CENTER, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE: DT                      RRC TARIFF NO: 22196**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
42982	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> CORRIGAN, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
42983	D	MMBtu	\$.0000	09/01/2019	N
<b>DESCRIPTION:</b> CORRIGAN, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
42985	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> DAYTON, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
42987	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> DIBOLL, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
42989	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> GLADEWATER, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
42990	D	MMBtu	\$.0000	08/01/2019	N
<b>DESCRIPTION:</b> HENDERSON, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
42997	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> JACKSONVILLE, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
42999	D	MMBtu	\$.0000	08/01/2019	N
<b>DESCRIPTION:</b> JASPER, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
43009	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> LUFKIN, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
43011	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> MARSHALL, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE: DT                      RRC TARIFF NO: 22196**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
43012	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> NACAGDOCHES, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
43030	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> TYLER, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
45345	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> BEAUMONT, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
58938	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> MT. PLEASANT, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
71798	D	MMBtu	\$.0000	11/01/2020	N
<b>DESCRIPTION:</b> KILGORE, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
77066	D	MMBtu	\$.0000	08/01/2022	N
<b>DESCRIPTION:</b> CROCKETT, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
77125	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> VIDOR, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
85545	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> HUGHES SPRINGS, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
86373	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> ORE CITY, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
93065	D	MMBtu	\$.0000	08/01/2019	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
Customer 40998 SYMMETRY ENERGY SERVICES					



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

**TARIFF CODE: DT                      RRC TARIFF NO: 22196**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>						
23	D	MMBtu	\$.0000	07/11/2019	N						
<b>DESCRIPTION:</b> BEAUMONT, INC.											
<table border="1" style="width:100%"> <tr> <td style="width:15%"><b>Customer</b></td> <td style="width:15%">40998</td> <td colspan="4">SYMMETRY ENERGY SERVICES</td> </tr> </table>						<b>Customer</b>	40998	SYMMETRY ENERGY SERVICES			
<b>Customer</b>	40998	SYMMETRY ENERGY SERVICES									
48	D	MMBtu	\$.0000	07/11/2019	N						
<b>DESCRIPTION:</b> CARTHAGE, ENVIRONS											
<table border="1" style="width:100%"> <tr> <td style="width:15%"><b>Customer</b></td> <td style="width:15%">40998</td> <td colspan="4">SYMMETRY ENERGY SERVICES</td> </tr> </table>						<b>Customer</b>	40998	SYMMETRY ENERGY SERVICES			
<b>Customer</b>	40998	SYMMETRY ENERGY SERVICES									

**TYPE SERVICE PROVIDED**

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

**TUC APPLICABILITY**

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

The parties are affiliated.

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 22567

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

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 04/07/2023

**INITIAL SERVICE DATE:** 12/01/2009                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 04/01/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

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

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 4/1/2023 UPDATE PSIF-17

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

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

**TITLE:** Coordinator Regulatory

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

**ADDRESS LINE 2:**

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

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

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
40998	SYMMETRY ENERGY SERVICES	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 22567
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-90 H-20 Corrected	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE HOUSTON DIVISION RATE SCHEDULE NO. T-90 H-20</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where</p> <p>(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston Division, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$335.16; (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.7500/MMBtu Next 750 MMBtu @ \$0.6000/MMBtu Over 1,500 MMBtu @ \$0.4500/MMBtu</p> <p>(iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,160.16; (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.3500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,160.16; (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1125/MMBtu (iv) Payments to Government Authorities, as defined herein.</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 22567
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION****CONTRACT DEMAND**

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

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

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

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

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

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

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

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

**ANNUAL RATE ADJUSTMENT**

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

**EQUIVALENT QUANTITY OF NATURAL GAS**

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

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

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

**OTHER CHARGES**

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

**BILLING AND PAYMENT**

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE: DT                      RRC TARIFF NO: 22567**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p>
	<p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.</p>
	<p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p>
	<p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p>
	<p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p>
	<p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p>
T-90 RIDER 1	<p>Original Rate Schedule T-90 H-20                      Replaces Rate Schedule T-90 H                      Effective 06-18-20                      CENTERPOINT ENERGY ENTEX                      TRANSPORTATION SERVICE                      RATE SCHEDULE NO. T-90 RIDER 1</p>
	<p>AVAILABILITY</p> <p>Service under this Rate Schedule Rider shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p>
	<p>APPLICATION</p> <p>This Rate Schedule Rider is applicable to gas transportation service, where</p> <ul style="list-style-type: none"> <li>(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;</li> <li>(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;</li> <li>(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby,</li> <li>(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 1,750 MMBtu per day, based on Company's estimate, and</li> <li>(e) Company does not take title to or own the gas so transported.</li> </ul>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 22567
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	NET MONTHLY RATE
	Effective with all bills rendered on and after October 1, 2018, the Net Monthly Rate for gas transported under this Rate Schedule Rider for all gas transported and delivered to the facilities of an End-use Customer during a billing period shall be equal to the sum of: (i) Distribution Charge @ \$0.0500/MMBtu (ii) Payments to Government Authorities, as defined in Rate Schedule T-90.
	GENERAL TERMS AND CONDITIONS
	Service under the Rate Schedule Rider is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.
	Original Rate Schedule T-90 Rider 1 Replaces Revised Rate Schedule T-69 Effective 10-01-18 Rider 1
Tnspt Terms T-90A	CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92 APPLICABILITY 1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H-22 and T-90 C-22 Rate Schedule T-91 E-22 and T-91 S-22 Rate Schedule T-92 H-22, T-92 C-22, T-92 E-22, and T-92 S-22 2. DEFINITIONS 2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper. 2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement. 2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof. 2.4 The term Btu shall mean British Thermal Unit. 2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays. 2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s). 2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute. 2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made. 2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others. 2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point. 2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company. ? 2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane. 2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company. 2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement. 2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer. 2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ. 2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's. 2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month. 2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any

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	<p>governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</p> <p>2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.</p> <p>2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days. ?</p> <p>3. APPLICATION FOR SERVICE</p> <p>3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company: 3.6.1.1 A copy of Shipper's most recent audited financial statements; 3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form; 3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6: 3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction. 3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p>4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following: 4.3.1 A request to initiate transportation service at a specified Delivery Point; 4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement; 4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or 4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p>

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	<p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information: 4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives; ? 4.4.2 Gas Quantities: 4.4.2.1 The MDQ; 4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule 4.4.3 The Receipt Point(s) and Delivery Point(s); 4.4.4 Term of Service 4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service; 4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals. 4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; 4.4.6 Upstream Pipeline Contact Information for Confirmations 4.4.7 Indexes: 4.4.7.1 Applicable Monthly Index; 4.4.7.2 Applicable Index Adder; and 4.4.7.3 Applicable Daily Index 4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.</p> <p>4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.</p> <p>4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.</p> <p>4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.</p> <p>4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.</p> <p><b>5. SCHEDULING AND NOMINATIONS</b></p> <p>5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.</p> <p>5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.</p> <p><b>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</b></p> <p>6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> <p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out</p>



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	of possession or presence of such gas before it is delivered into Company's facilities.
	9. UNACCEPTABLE QUANTITIES
	9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.
	10. GAS TRANSPORTED BY COMPANY
	10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.
	10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.
	Fourth Revised Terms & Conditions Replaces Third Revised T-90, T-91 & T-92 Effective 06-16-2022
	Terms & Conditions
Tnspt Terms T-90B	CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92
	11.FACILITIES
	11.1 For all meters being served under these General Terms for Transportation Service:
	11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.
	11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.
	11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.
	11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.
	11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.
	12. BALANCING
	12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.
	12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.
	12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual

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	<p>imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%</p> <p>12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances</p>

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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 22567
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	prospectively.
	12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.
	<b>13. BILLING AND PAYMENT</b>
	13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.
	13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.
	13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.
	13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.
	13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.
	<b>14. ASSURANCE OF PERFORMANCE</b> If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.
	<b>15. EVENT OF DEFAULT AND EARLY TERMINATION</b>
	15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors; 15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; 15.1.3 otherwise become bankrupt or insolvent (however evidenced); 15.1.4 be unable to pay its debts as they fall due; 15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; 15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract; 15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company; 15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or 15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.
	15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
	15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.
	15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.
	<b>16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE</b>
	<b>16.1 Limitations of Liability</b>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 22567
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p>
	<p>Fourth Revised Terms &amp; Conditions 06-16-2022</p>
	<p>Replaces Third Revised T-90, T-91 &amp; T-92 Terms &amp; Conditions</p>
	<p>Effective</p>

**RATE ADJUSTMENT PROVISIONS:**

None
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GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE: DT                      RRC TARIFF NO: 22567**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
149	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> HOUSTON, INC.					
<b>Customer</b>	40998	SYMMETRY ENERGY SERVICES			

**TYPE SERVICE PROVIDED**

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

**TUC APPLICABILITY**

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

The parties are affiliated.

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 22572

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

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/06/2023

**INITIAL SERVICE DATE:** 09/01/2009                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

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

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-91-E-22 to T-91-E-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

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

**TITLE:** Coordinator Regulatory

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

**ADDRESS LINE 2:**

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

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

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
29240	LUMINANT ENERGY	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 22572
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-91-E-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE BEAUMONT/EAST TEXAS DIVISION RATE SCHEDULE NO. T-91 E-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$371.40; (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.6000/MMBtu Next 750 MMBtu @ \$0.4000/MMBtu Over 1,500 MMBtu @ \$0.2000/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,196.40; (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>?</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,196.40; (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 22572
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

and equal to the higher of:

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

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

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

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

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

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

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

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**ANNUAL RATE ADJUSTMENT**

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

**EQUIVALENT QUANTITY OF NATURAL GAS**

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

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

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

**OTHER CHARGES**

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

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be



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**CURRENT RATE COMPONENT**

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	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-91 E-23                      Replaces Rate Schedule T-91 E-22                      Effective 06-15-23</p> <p>Tnspt Terms T-91A                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p>

GAS SERVICES DIVISION

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.</p> <p>2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</p> <p>2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.</p> <p>2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</p> <p>2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.</p> <p>2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p>
	<p><b>3. APPLICATION FOR SERVICE</b></p> <p>3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural</p>

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**CURRENT RATE COMPONENT**

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	<p>gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> <p>4.4.2.1 The MDQ;</p> <p>4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule</p>

## GAS SERVICES DIVISION

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

4.4.4 Term of Service

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

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

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

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

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

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

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

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

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

#### 5. SCHEDULING AND NOMINATIONS

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

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

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

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

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

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

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	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p><b>9. UNACCEPTABLE QUANTITIES</b></p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p><b>10. GAS TRANSPORTED BY COMPANY</b></p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-91B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with</p>

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	<p>documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical</p>

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

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 22572
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

**14. ASSURANCE OF PERFORMANCE**

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

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

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

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

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

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

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

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

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

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

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

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;

then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

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

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

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

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

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



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE: DT                      RRC TARIFF NO: 22572**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Fifth Revised Terms &amp; Conditions    Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023    Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE: DT                      RRC TARIFF NO: 22572**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
23	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> BEAUMONT, INC.					
Customer      29240                      LUMINANT ENERGY					
234	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> NACOGDOCHES, INC.					
Customer      29240                      LUMINANT ENERGY					
43009	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> LUFKIN, INC.					
Customer      29240                      LUMINANT ENERGY					
42997	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> JACKSONVILLE, INC.					
Customer      29240                      LUMINANT ENERGY					

**TYPE SERVICE PROVIDED**

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

**TUC APPLICABILITY**

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

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 22574

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

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/06/2023

**INITIAL SERVICE DATE:** 10/01/2009                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

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

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-91-E-22 to T-91-E-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

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

**TITLE:** Coordinator Regulatory

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

**ADDRESS LINE 2:**

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

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

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
41398	TEXAS GENERAL LAND OFFICE	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 22574
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-91-E-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE BEAUMONT/EAST TEXAS DIVISION RATE SCHEDULE NO. T-91 E-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$371.40; (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.6000/MMBtu Next 750 MMBtu @ \$0.4000/MMBtu Over 1,500 MMBtu @ \$0.2000/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,196.40; (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>?</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,196.40; (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 22574
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

and equal to the higher of:

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

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

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

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

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

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

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

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**ANNUAL RATE ADJUSTMENT**

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

**EQUIVALENT QUANTITY OF NATURAL GAS**

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

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

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

**OTHER CHARGES**

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

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE: DT                      RRC TARIFF NO: 22574**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-91 E-23                      Replaces Rate Schedule T-91 E-22                      Effective 06-15-23</p> <p>Tnspt Terms T-91A                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p>

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- 2.4 The term "Btu" shall mean British Thermal Unit.
- 2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.
- 2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).
- 2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.
- 2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.
- 2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.
- 2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.
- 2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.
  
- 2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
- 2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.
- 2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.
- 2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.
- 2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.
- 2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.
- 2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.
- 2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.
- 2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.
- 2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.
- 2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

- 3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.
- 3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.
- 3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.
- 3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.
- 3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural

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	<p>gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> <p>4.4.2.1 The MDQ;</p> <p>4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule</p>



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

4.4.4 Term of Service

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

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

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

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

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

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

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

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

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

#### 5. SCHEDULING AND NOMINATIONS

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

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

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

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

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

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

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	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p><b>9. UNACCEPTABLE QUANTITIES</b></p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p><b>10. GAS TRANSPORTED BY COMPANY</b></p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-91B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with</p>

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	<p>documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 22574
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**CURRENT RATE COMPONENT**

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 22574
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**CURRENT RATE COMPONENT**

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE: DT**                      **RRC TARIFF NO: 22574**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Fifth Revised Terms &amp; Conditions    Replaces Fourth Revised T-90, T-91 &amp; T-92    Effective 06-15-2023    Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE: DT                      RRC TARIFF NO: 22574**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
302	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> RUSK, INC.					
Customer 41398 TEXAS GENERAL LAND OFFICE					
85721	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> BUNA, ENVIRONS					
Customer 41398 TEXAS GENERAL LAND OFFICE					
216	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> LUFKIN, ENVIRONS					
Customer 41398 TEXAS GENERAL LAND OFFICE					
252	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> ORANGE, ENVIRONS					
Customer 41398 TEXAS GENERAL LAND OFFICE					

**TYPE SERVICE PROVIDED**

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

**TUC APPLICABILITY**

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

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 22575

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

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/06/2023

**INITIAL SERVICE DATE:** 10/01/2009                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

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

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-90-H-22 to T-90-H-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

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

**TITLE:** Coordinator Regulatory

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

**ADDRESS LINE 2:**

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

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

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
41398	TEXAS GENERAL LAND OFFICE	N	



## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 22575
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-90-H-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE HOUSTON DIVISION RATE SCHEDULE NO. T-90 H-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$471.94; (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.7500/MMBtu Next 750 MMBtu @ \$0.6000/MMBtu Over 1,500 MMBtu @ \$0.4500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,296.94; (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.3500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>?</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,296.94; (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1125/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 22575
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

and equal to the higher of:

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

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

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

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

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

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

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

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**ANNUAL RATE ADJUSTMENT**

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

**EQUIVALENT QUANTITY OF NATURAL GAS**

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

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

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

**OTHER CHARGES**

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

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be

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	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-90 H-23                      Replaces Rate Schedule T-90 H-22                      Effective 06-15-23</p> <p>Tnspt Terms T-90A      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p>

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	<p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.</p> <p>2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</p> <p>2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.</p> <p>2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</p> <p>2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.</p> <p>2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p> <p><b>3. APPLICATION FOR SERVICE</b></p> <p>3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural</p>

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	<p>gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> <p>4.4.2.1 The MDQ;</p> <p>4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule</p>

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

4.4.4 Term of Service

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

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

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

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

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

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

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

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

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

#### 5. SCHEDULING AND NOMINATIONS

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

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

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

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

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

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

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	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p><b>9. UNACCEPTABLE QUANTITIES</b></p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p><b>10. GAS TRANSPORTED BY COMPANY</b></p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-90B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with</p>

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	<p>documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical</p>



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE: DT                      RRC TARIFF NO: 22575**

**CURRENT RATE COMPONENT**

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 22575
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.
	14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.
	15. EVENT OF DEFAULT AND EARLY TERMINATION
	15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:
	15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
	15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
	15.1.3 otherwise become bankrupt or insolvent (however evidenced);
	15.1.4 be unable to pay its debts as they fall due;
	15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
	15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;
	15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;
	15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or
	15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;
	then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.
	15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
	15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.
	15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.
	16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE
	16.1 Limitations of Liability
	16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE:** DT      **RRC TARIFF NO:** 22575

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Fifth Revised Terms &amp; Conditions    Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023    Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE: DT                      RRC TARIFF NO: 22575**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
202	D	MMBtu	\$.0000	10/01/2009	N
<b>DESCRIPTION:</b> LEAGUE CITY, INC.					
Customer 41398 TEXAS GENERAL LAND OFFICE					
352	D	MMBtu	\$.0000	10/01/2018	N
<b>DESCRIPTION:</b> TEXAS CITY, INC.					
Customer 41398 TEXAS GENERAL LAND OFFICE					
55673	D	MMBtu	\$.0000	05/01/2013	N
<b>DESCRIPTION:</b> BAYTOWN, ENVIRONS					
Customer 41398 TEXAS GENERAL LAND OFFICE					
58928	D	MMBtu	\$.0000	10/01/2018	N
<b>DESCRIPTION:</b> HUMBLE, INC.					
Customer 41398 TEXAS GENERAL LAND OFFICE					
58930	D	MMBtu	\$.0000	10/01/2018	N
<b>DESCRIPTION:</b> PASADENA, INC.					
Customer 41398 TEXAS GENERAL LAND OFFICE					
58933	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> STAFFORD, INC.					
Customer 41398 TEXAS GENERAL LAND OFFICE					
58936	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> WOODLANDS, ENVIRONS					
Customer 41398 TEXAS GENERAL LAND OFFICE					
66265	D	MMBtu	\$.0000	05/01/2013	N
<b>DESCRIPTION:</b> BAYTOWN, INC.					
Customer 41398 TEXAS GENERAL LAND OFFICE					
67772	D	MMBtu	\$.0000	10/01/2018	N
<b>DESCRIPTION:</b> LAKE JACKSON, INC.					
Customer 41398 TEXAS GENERAL LAND OFFICE					
73134	D	MMBtu	\$.0000	10/01/2018	N
<b>DESCRIPTION:</b> SOUTH HOUSTON, INC.					
Customer 41398 TEXAS GENERAL LAND OFFICE					

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE: DT                      RRC TARIFF NO: 22575**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
73135	D	MMBtu	\$ .0000	05/01/2013	N
<b>DESCRIPTION:</b> HIGHLANDS, ENVIRONS					
Customer    41398                      TEXAS GENERAL LAND OFFICE					
73140	D	MMBtu	\$ .0000	10/01/2018	N
<b>DESCRIPTION:</b> KATY, INC.					
Customer    41398                      TEXAS GENERAL LAND OFFICE					
77075	D	MMBTu	\$ .0000	10/01/2018	N
<b>DESCRIPTION:</b> ROSENBERG, INC.					
Customer    41398                      TEXAS GENERAL LAND OFFICE					
149	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> HOUSTON, INC.					
Customer    41398                      TEXAS GENERAL LAND OFFICE					
150	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> HOUSTON, ENVIRONS					
Customer    41398                      TEXAS GENERAL LAND OFFICE					
77977	D	MMBtu	\$ .0000	10/01/2018	N
<b>DESCRIPTION:</b> KATY, ENVIRONS					
Customer    41398                      TEXAS GENERAL LAND OFFICE					
77983	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> JERSEY VILLAGE, INC.					
Customer    41398                      TEXAS GENERAL LAND OFFICE					
80624	D	MMBtu	\$ .0000	10/01/2018	N
<b>DESCRIPTION:</b> PECAN GROVE, ENVIRONS					
Customer    41398                      TEXAS GENERAL LAND OFFICE					
87308	D	MMBtu	\$ .0000	10/01/2018	N
<b>DESCRIPTION:</b> ROSENBERG, ENVIRONS					
Customer    41398                      TEXAS GENERAL LAND OFFICE					
92630	D	MMBtu	\$ .0000	10/01/2018	N
<b>DESCRIPTION:</b> FULSHEAR, INC					
Customer    41398                      TEXAS GENERAL LAND OFFICE					

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX****TARIFF CODE: DT                      RRC TARIFF NO: 22575****TYPE SERVICE PROVIDED**

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

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

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 23274

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

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:** 10/01/2010                      **RECEIVED DATE:** 07/06/2023

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

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

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

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-90-H-22 to T-90-H-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

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

**TITLE:** Coordinator Regulatory

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

**ADDRESS LINE 2:**

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

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

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
31483	COKINOS	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 23274
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-90-H-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE HOUSTON DIVISION RATE SCHEDULE NO. T-90 H-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$471.94; (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.7500/MMBtu Next 750 MMBtu @ \$0.6000/MMBtu Over 1,500 MMBtu @ \$0.4500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,296.94; (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.3500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>?</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,296.94; (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1125/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu</p>



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 23274
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	and equal to the higher of:
	(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;
	a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;
	b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;
	c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;
	d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;
	(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.
	(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.
	?
	<b>ANNUAL RATE ADJUSTMENT</b>
	The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.
	<b>EQUIVALENT QUANTITY OF NATURAL GAS</b>
	The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.
	<b>PAYMENTS TO GOVERNMENTAL AUTHORITIES</b>
	In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.
	<b>OTHER CHARGES</b>
	Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.
	<b>BILLING AND PAYMENT</b>
	Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be

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	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-90 H-23                      Replaces Rate Schedule T-90 H-22                      Effective 06-15-23</p> <p>Tnspt Terms T-90A      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p>

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	<p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.</p> <p>2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</p> <p>2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.</p> <p>2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</p> <p>2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.</p> <p>2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p>
	<p><b>3. APPLICATION FOR SERVICE</b></p> <p>3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural</p>

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	<p>gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> <p>4.4.2.1 The MDQ;</p> <p>4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule</p>

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## GSD - 2 TARIFF REPORT

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

4.4.4 Term of Service

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

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

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

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

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

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

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

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

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

#### 5. SCHEDULING AND NOMINATIONS

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

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

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

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

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

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

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	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p><b>9. UNACCEPTABLE QUANTITIES</b></p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p><b>10. GAS TRANSPORTED BY COMPANY</b></p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-90B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with</p>

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	<p>documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical</p>

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



GAS SERVICES DIVISION

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	(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.
	14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.
	15. EVENT OF DEFAULT AND EARLY TERMINATION
	15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:
	15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
	15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
	15.1.3 otherwise become bankrupt or insolvent (however evidenced);
	15.1.4 be unable to pay its debts as they fall due;
	15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
	15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;
	15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;
	15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or
	15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;
	then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.
	15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
	15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.
	15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.
	16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE
	16.1 Limitations of Liability
	16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the

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

basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

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

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

## 16.2 Force Majeure

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

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

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

Fifth Revised Terms & Conditions Replaces Fourth Revised T-90, T-91 & T-92 Effective 06-15-2023 Terms & Conditions

**RATE ADJUSTMENT PROVISIONS:**

None

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**TARIFF CODE: DT**                      **RRC TARIFF NO: 23274**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
194	D	MMBtu	\$ .0000	08/01/2014	N
<b>DESCRIPTION:</b> LA PORTE, INC.					
Customer 31483 COKINOS					
202	D	MMBtu	\$ .0000	10/01/2018	N
<b>DESCRIPTION:</b> LEAGUE CITY, INC.					
Customer 31483 COKINOS					
288	D	MMBtu	\$ .0000	10/01/2018	N
<b>DESCRIPTION:</b> RICHMOND, ENVIRONS					
Customer 31483 COKINOS					
352	D	MMBtu	\$ .0000	10/01/2018	N
<b>DESCRIPTION:</b> TEXAS CITY, INC.					
Customer 31483 COKINOS					
55670	D	MMBtu	\$ .0000	10/01/2018	N
<b>DESCRIPTION:</b> SUGAR LAND, INC.					
Customer 31483 COKINOS					
55672	D	MMBtu	\$ .0000	10/01/2018	N
<b>DESCRIPTION:</b> DICKINSON, INC.					
Customer 31483 COKINOS					
55673	D	MMBtu	\$ .0000	12/01/2010	N
<b>DESCRIPTION:</b> BAYTOWN, ENVIRONS					
Customer 31483 COKINOS					
58924	D	MMBtu	\$ .0000	09/01/2014	N
<b>DESCRIPTION:</b> CONROE, INC.					
Customer 31483 COKINOS					
58928	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> HUMBLE, INC.					
Customer 31483 COKINOS					
58929	D	MMBtu	\$ .0000	05/01/2021	N
<b>DESCRIPTION:</b> MONTGOMERY COUNTY, ENVIRONS					
Customer 31483 COKINOS					

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE: DT**                      **RRC TARIFF NO: 23274**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
58930	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> PASADENA, INC.					
<b>Customer</b> 31483                      COKINOS					
58932	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> SHENANDOAH, INC.					
<b>Customer</b> 31483                      COKINOS					
58933	D	MMBtu	\$ .0000	10/01/2018	N
<b>DESCRIPTION:</b> STAFFORD, INC.					
<b>Customer</b> 31483                      COKINOS					
58935	D	MMBtu	\$ .0000	10/01/2018	N
<b>DESCRIPTION:</b> WEBSTER, INC.					
<b>Customer</b> 31483                      COKINOS					
58936	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> WOODLANDS, ENVIRONS					
<b>Customer</b> 31483                      COKINOS					
66265	D	MMBtu	\$ .0000	10/01/2018	N
<b>DESCRIPTION:</b> BAYTOWN, INC.					
<b>Customer</b> 31483                      COKINOS					
66267	D	MMBtu	\$ .0000	10/01/2018	N
<b>DESCRIPTION:</b> WHARTON, INC.					
<b>Customer</b> 31483                      COKINOS					
67772	D	MMBtu	\$ .0000	10/01/2018	N
<b>DESCRIPTION:</b> LAKE JACKSON, INC.					
<b>Customer</b> 31483                      COKINOS					
68172	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> NASSAU BAY, INC.					
<b>Customer</b> 31483                      COKINOS					
71800	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> HEDWIG VILLAGE, INC.					
<b>Customer</b> 31483                      COKINOS					

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE: DT                      RRC TARIFF NO: 23274**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
149	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> HOUSTON, INC.					
Customer 31483 COKINOS					
150	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> HOUSTON, ENVIRONS					
Customer 31483 COKINOS					
73134	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> SOUTH HOUSTON, INC.					
Customer 31483 COKINOS					
73140	D	MMBtu	\$ .0000	10/01/2018	N
<b>DESCRIPTION:</b> KATY, INC.					
Customer 31483 COKINOS					
73144	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> BELLAIRE, INC.					
Customer 31483 COKINOS					
77073	D	MMBtu	\$ .0000	10/01/2018	N
<b>DESCRIPTION:</b> PEARLAND, INC.					
Customer 31483 COKINOS					
77075	D	MMBtu	\$ .0000	10/01/2018	N
<b>DESCRIPTION:</b> ROSENBERG, INC.					
Customer 31483 COKINOS					
77967	D	MMBtu	\$ .0000	10/01/2018	N
<b>DESCRIPTION:</b> MISSOURI CITY, INC.					
Customer 31483 COKINOS					
77977	D	MMBtu	\$ .0000	10/01/2018	N
<b>DESCRIPTION:</b> KATY, ENVIRONS					
Customer 31483 COKINOS					
78248	D	MMBtu	\$ .0000	06/01/2022	N
<b>DESCRIPTION:</b> PORTER, ENVIRONS					
Customer 31483 COKINOS					

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

**TARIFF CODE: DT                      RRC TARIFF NO: 23274**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
78744	D	MMBtu	\$ .0000	10/01/2018	N
<b>DESCRIPTION:</b> FRIENDSWOOD, INC.					
<b>Customer</b>	31483	COKINOS			
78920	D	MMBtu	\$ .0000	08/01/2010	N
<b>DESCRIPTION:</b> MONT BELVIEU, INC.					
<b>Customer</b>	31483	COKINOS			
80625	D	MMBtu	\$ .0000	10/01/2018	N
<b>DESCRIPTION:</b> KEMAH, INC.					
<b>Customer</b>	31483	COKINOS			
80626	D	MMBtu	\$ .0000	10/01/2018	N
<b>DESCRIPTION:</b> PEARLAND, ENVIRONS					
<b>Customer</b>	31483	COKINOS			
85417	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> PINEY POINT VILLAGE, INC.					
<b>Customer</b>	31483	COKINOS			
85938	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> BUNKER HILL VILLAGE, INC.					
<b>Customer</b>	31483	COKINOS			
86375	D	MMBtu	\$ .0000	10/01/2018	N
<b>DESCRIPTION:</b> MONT BELVIEU, ENVIRONS					
<b>Customer</b>	31483	COKINOS			

**TYPE SERVICE PROVIDED**

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

**TUC APPLICABILITY**

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

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 23716

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

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/06/2023

**INITIAL SERVICE DATE:** 03/01/2010                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

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

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-91-E-22 to T-91-E-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

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

**TITLE:** Coordinator Regulatory

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

**ADDRESS LINE 2:**

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

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

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
32588	MARABOU	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 23716
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-91-E-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE BEAUMONT/EAST TEXAS DIVISION RATE SCHEDULE NO. T-91 E-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$371.40; (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.6000/MMBtu Next 750 MMBtu @ \$0.4000/MMBtu Over 1,500 MMBtu @ \$0.2000/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,196.40; (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>?</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,196.40; (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu</p>



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 23716
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	and equal to the higher of:
	(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;
	a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;
	b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;
	c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;
	d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;
	(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.
	(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.
	?
	<b>ANNUAL RATE ADJUSTMENT</b>
	The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.
	<b>EQUIVALENT QUANTITY OF NATURAL GAS</b>
	The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.
	<b>PAYMENTS TO GOVERNMENTAL AUTHORITIES</b>
	In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.
	<b>OTHER CHARGES</b>
	Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.
	<b>BILLING AND PAYMENT</b>
	Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 23716

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-91 E-23                      Replaces Rate Schedule T-91 E-22                      Effective 06-15-23</p> <p>Tnspt Terms T-91A                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>1. APPLICABILITY</b></p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p><b>2. DEFINITIONS</b></p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 23716

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.</p> <p>2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</p> <p>2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.</p> <p>2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</p> <p>2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.</p> <p>2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p>
	<p><b>3. APPLICATION FOR SERVICE</b></p> <p>3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 23716
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> <p>4.4.2.1 The MDQ;</p> <p>4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule</p>

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

4.4.4 Term of Service

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

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

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

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

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

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

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

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

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

#### 5. SCHEDULING AND NOMINATIONS

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

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

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

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

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

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

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	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p><b>9. UNACCEPTABLE QUANTITIES</b></p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p><b>10. GAS TRANSPORTED BY COMPANY</b></p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-91B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with</p>

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	<p>documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical</p>

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



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	(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.
	14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.
	15. EVENT OF DEFAULT AND EARLY TERMINATION
	15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:
	15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
	15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
	15.1.3 otherwise become bankrupt or insolvent (however evidenced);
	15.1.4 be unable to pay its debts as they fall due;
	15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
	15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;
	15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;
	15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or
	15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;
	then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.
	15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
	15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.
	15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.
	16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE
	16.1 Limitations of Liability
	16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE:** DT      **RRC TARIFF NO:** 23716

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Fifth Revised Terms &amp; Conditions    Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023    Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE: DT                      RRC TARIFF NO: 23716**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>						
216	D	MMBtu	\$ .0026	07/02/2004	N						
<b>DESCRIPTION:</b> LUFKIN, ENVIRONS											
<table border="1" style="width:100%"> <tr> <td style="width:15%"><b>Customer</b></td> <td style="width:20%">32588</td> <td style="width:20%">MARABOU</td> <td colspan="3"></td> </tr> </table>						<b>Customer</b>	32588	MARABOU			
<b>Customer</b>	32588	MARABOU									
43009	D	MMBtu	\$ .0000	10/01/2018	N						
<b>DESCRIPTION:</b> LUFKIN, INC.											
<table border="1" style="width:100%"> <tr> <td style="width:15%"><b>Customer</b></td> <td style="width:20%">32588</td> <td style="width:20%">MARABOU</td> <td colspan="3"></td> </tr> </table>						<b>Customer</b>	32588	MARABOU			
<b>Customer</b>	32588	MARABOU									

**TYPE SERVICE PROVIDED**

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

**TUC APPLICABILITY**

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

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 23717

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

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/06/2023

**INITIAL SERVICE DATE:** 12/01/2010                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

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

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-90-H-22 to T-90-H-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

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

**TITLE:** Coordinator Regulatory

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

**ADDRESS LINE 2:**

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

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

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
32588	MARABOU	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 23717
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-90-H-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE HOUSTON DIVISION RATE SCHEDULE NO. T-90 H-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$471.94; (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.7500/MMBtu Next 750 MMBtu @ \$0.6000/MMBtu Over 1,500 MMBtu @ \$0.4500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,296.94; (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.3500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>?</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,296.94; (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1125/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 23717
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	and equal to the higher of:
	(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;
	a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;
	b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;
	c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;
	d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;
	(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.
	(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.
	?
	<b>ANNUAL RATE ADJUSTMENT</b>
	The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.
	<b>EQUIVALENT QUANTITY OF NATURAL GAS</b>
	The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.
	<b>PAYMENTS TO GOVERNMENTAL AUTHORITIES</b>
	In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.
	<b>OTHER CHARGES</b>
	Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.
	<b>BILLING AND PAYMENT</b>
	Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE: DT                      RRC TARIFF NO: 23717**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-90 H-23                      Replaces Rate Schedule T-90 H-22                      Effective 06-15-23</p> <p>Tnspt Terms T-90A                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE:** DT      **RRC TARIFF NO:** 23717

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.</p> <p>2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</p> <p>2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.</p> <p>2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</p> <p>2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.</p> <p>2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p>
	<p><b>3. APPLICATION FOR SERVICE</b></p> <p>3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural</p>



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	<p>gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> <p>4.4.2.1 The MDQ;</p> <p>4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule</p>

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

4.4.4 Term of Service

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

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

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

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

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

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

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

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

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

#### 5. SCHEDULING AND NOMINATIONS

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

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

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

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

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

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

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	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p><b>9. UNACCEPTABLE QUANTITIES</b></p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p><b>10. GAS TRANSPORTED BY COMPANY</b></p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-90B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with</p>

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	<p>documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical</p>

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 23717
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.
	14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.
	15. EVENT OF DEFAULT AND EARLY TERMINATION
	15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:
	15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
	15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
	15.1.3 otherwise become bankrupt or insolvent (however evidenced);
	15.1.4 be unable to pay its debts as they fall due;
	15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
	15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;
	15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;
	15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or
	15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;
	then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.
	15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
	15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.
	15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.
	16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE
	16.1 Limitations of Liability
	16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE: DT                      RRC TARIFF NO: 23717**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Fifth Revised Terms &amp; Conditions    Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023    Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE: DT                      RRC TARIFF NO: 23717**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>						
149	D	MMBtu	\$.0000	07/11/2019	N						
<b>DESCRIPTION:</b> HOUSTON, INC.											
<table border="1" style="width:100%"> <tr> <td style="width:15%"><b>Customer</b></td> <td style="width:20%">32588</td> <td style="width:20%">MARABOU</td> <td colspan="3"></td> </tr> </table>						<b>Customer</b>	32588	MARABOU			
<b>Customer</b>	32588	MARABOU									
150	D	MMBtu	\$.0000	07/11/2019	N						
<b>DESCRIPTION:</b> HOUSTON, ENVIRONS											
<table border="1" style="width:100%"> <tr> <td style="width:15%"><b>Customer</b></td> <td style="width:20%">32588</td> <td style="width:20%">MARABOU</td> <td colspan="3"></td> </tr> </table>						<b>Customer</b>	32588	MARABOU			
<b>Customer</b>	32588	MARABOU									

**TYPE SERVICE PROVIDED**

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

**TUC APPLICABILITY**

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

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

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



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE:** DT      **RRC TARIFF NO:** 23720

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

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**      **RECEIVED DATE:** 07/07/2023

**INITIAL SERVICE DATE:** 07/01/2010      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

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

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-91-S-22 to T-91-S-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305      **ACTIVE FLAG:** Y      **INACTIVE DATE:**

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

**TITLE:** Coordinator Regulatory

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

**ADDRESS LINE 2:**

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

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

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
31483	COKINOS	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 23720
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-91-S-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE SOUTH TEXAS DIVISION RATE SCHEDULE NO. T-91 S-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$470.68; (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.6000/MMBtu Next 750 MMBtu @ \$0.4000/MMBtu Over 1,500 MMBtu @ \$0.2000/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,295.68; (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>?</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,295.68; (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 23720
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	and equal to the higher of:
	(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;
	a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;
	b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;
	c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;
	d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;
	(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.
	(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.
	?
	<b>ANNUAL RATE ADJUSTMENT</b>
	The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.
	<b>EQUIVALENT QUANTITY OF NATURAL GAS</b>
	The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.
	<b>PAYMENTS TO GOVERNMENTAL AUTHORITIES</b>
	In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.
	<b>OTHER CHARGES</b>
	Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.
	<b>BILLING AND PAYMENT</b>
	Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE: DT                      RRC TARIFF NO: 23720**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-91 S-23                      Replaces Rate Schedule T-91 S-22                      Effective 06-15-23</p> <p>Tnspt Terms T-91A      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 23720
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.</p> <p>2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</p> <p>2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.</p> <p>2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</p> <p>2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.</p> <p>2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p> <p><b>3. APPLICATION FOR SERVICE</b></p> <p>3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural</p>

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	gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.
	3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.
	3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:
	3.6.1.1 A copy of Shipper's most recent audited financial statements;
	3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;
	3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and
	3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.
	3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:
	3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.
	3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.
	3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.
	3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.
	<b>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</b>
	4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.
	4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.
	4.3 All approved Shippers must submit an Exhibit A for any of the following:
	4.3.1 A request to initiate transportation service at a specified Delivery Point;
	4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
	4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
	4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.
	4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:
	4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;
	4.4.2 Gas Quantities:
	4.4.2.1 The MDQ;
	4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule

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

4.4.4 Term of Service

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

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

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

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

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

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

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

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

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

#### 5. SCHEDULING AND NOMINATIONS

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

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

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

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

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

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

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	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p><b>9. UNACCEPTABLE QUANTITIES</b></p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p><b>10. GAS TRANSPORTED BY COMPANY</b></p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-91B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with</p>



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	<p>documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical</p>

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 23720
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.
	14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.
	15. EVENT OF DEFAULT AND EARLY TERMINATION
	15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:
	15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
	15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
	15.1.3 otherwise become bankrupt or insolvent (however evidenced);
	15.1.4 be unable to pay its debts as they fall due;
	15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
	15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;
	15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;
	15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or
	15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;
	then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.
	15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
	15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.
	15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.
	16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE
	16.1 Limitations of Liability
	16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE:** DT      **RRC TARIFF NO:** 23720

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Fifth Revised Terms &amp; Conditions    Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023    Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE: DT                      RRC TARIFF NO: 23720**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
183	D	MMBtu	\$.0032	08/01/2022	N
<b>DESCRIPTION:</b> KINGSVILLE, INC.					
Customer    31483                      COKINOS					
43014	D	MMBtu	\$.0000	07/01/2022	N
<b>DESCRIPTION:</b> NEW BRAUNFELS, INC.					
Customer    31483                      COKINOS					
43013	D	MMBtu	\$.0000	06/01/2020	N
<b>DESCRIPTION:</b> NEW BRAUNFELS, ENVIRONS					
Customer    31483                      COKINOS					
43019	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> SAN MARCOS, INC.					
Customer    31483                      COKINOS					
43023	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> SEGUIN, INC.					
Customer    31483                      COKINOS					
43032	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> VICTORIA, ENVIRONS					
Customer    31483                      COKINOS					
43033	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> VICTORIA, INC.					
Customer    31483                      COKINOS					
55674	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> EL CAMPO, INC.					
Customer    31483                      COKINOS					
73133	D	MMBtu	\$.0000	08/01/2022	N
<b>DESCRIPTION:</b> ALICE, INC.					
Customer    31483                      COKINOS					
77065	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> GIDDINGS, INC.					
Customer    31483                      COKINOS					

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE: DT                      RRC TARIFF NO: 23720**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>				
77069	D	MMBtu	\$.0000	08/01/2022	N				
<b>DESCRIPTION:</b> BEEVILLE, INC.									
<table border="1" style="width:100%"> <tr> <td style="width:15%"><b>Customer</b></td> <td style="width:20%">31483</td> <td style="width:20%">COKINOS</td> <td style="width:45%"></td> </tr> </table>						<b>Customer</b>	31483	COKINOS	
<b>Customer</b>	31483	COKINOS							
77071	D	MMBtu	\$.0000	07/11/2019	N				
<b>DESCRIPTION:</b> PLEASANTON, INC.									
<table border="1" style="width:100%"> <tr> <td style="width:15%"><b>Customer</b></td> <td style="width:20%">31483</td> <td style="width:20%">COKINOS</td> <td style="width:45%"></td> </tr> </table>						<b>Customer</b>	31483	COKINOS	
<b>Customer</b>	31483	COKINOS							

**TYPE SERVICE PROVIDED**

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

**TUC APPLICABILITY**

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

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 24231

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

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:** 06/01/2011                      **RECEIVED DATE:** 04/07/2023

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

**INACTIVE DATE:**                      **AMENDMENT DATE:** 04/01/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

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

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Eff. 4/1/2023 UPDATE PSIF-17

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

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

**TITLE:** Coordinator Regulatory

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

**ADDRESS LINE 2:**

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

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

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
41398	TEXAS GENERAL LAND OFFICE	N	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 24231

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	<p>IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.</p>
T-86	<p>AVAILABILITY Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book. APPLICATION This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points, as defined in the contract contemplated hereby, on the campus of a state-owned entity that is eligible to purchase State Royalty Gas; and (d) Company does not take title to or own the gas so transported. DEFINITIONS For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book. NET MONTHLY RATE The Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer during a billing period shall be equal to the sum of: (i) a monthly service charge of \$4,400.00 per campus; plus (ii) a rate per MMBtu per campus for all gas transported to the facilities of an End-user Customer at the campus during a billing period equal to the sum of: First 3,000 MMBtu @ \$0.40 per MMBtu Over 3,000 MMBtu @ \$0.10 per MMBtu; plus (iii) Payments to Governmental authorities, as defined in this Rate Schedule and the General Terms. EQUIVALENT QUANTITY OF NATURAL GAS The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station. PAYMENTS TO GOVERNMENTAL AUTHORITIES In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement. OTHER CHARGES Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to telemetering and imbalances. BILLING AND PAYMENT Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may, upon five (5) days written notice to Shipper, suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company. NATURAL GAS ACT Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq. WRITTEN SERVICE AGREEMENT Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires. CURTAILMENT In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise). MEASUREMENT The parties shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms. GENERAL TERMS AND CONDITIONS Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p>
Tnspt Terms T-86 A	<p>CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULE T-86 1. APPLICABILITY 1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ( Company) under the following rate schedule(s): Rate Schedule T-86 2. DEFINITIONS 2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper. 2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement. 2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof. 2.4 The term Btu shall mean British Thermal Unit. 2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays. 2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's</p>



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE:** DT      **RRC TARIFF NO:** 24231

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s) unless otherwise specified in the Agreement or the Exhibit A. 2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute. 2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made. 2.9 The term Delivery Point shall mean (a) the campus or campuses of a state-owned entity that is eligible to purchase state royalty gas where all facilities are situated in close geographic proximity and served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of the largest campus will be, based on Company's best estimate, a minimum of 250 Mcf per day; (d) where the actual consumption of any other campus will be, based on Company's best estimate, a minimum of 25 Mcf per day; and (e) the natural gas redelivered is for ultimate consumption at such campus or campuses and not for resale or sharing with others. 2.10 The term End-use Customer shall mean state-owned facilities eligible to purchase state royalty gas and receiving gas redelivered by Company at the Delivery Point. 2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company. 2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane. 2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company. 2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of Lost and Unaccounted for Gas and Fuel, if any, specified in the Agreement. 2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer. 2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ. 2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's. 2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month. 2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering Gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the Gas, purchase price of the Gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement. 2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper. 2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company. 2.22 The term State Royalty Gas shall mean natural gas produced on state lands or in state waters, which represents royalties due to the State of Texas, and which the State of Texas through the Commissioner of the Texas General Land Office, has the right to take in kind. 2.23 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days. 3. APPLICATION FOR SERVICE 3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company. 3.2 Unless waived by Company, if a Shipper fails to execute and return to Company the Transportation Service Agreement which accurately reflects the Shipper's submitted request for service within ten (10) Business Days after such agreement is tendered by Company for execution, then Shipper's request and the Transportation Service Agreement shall be null and void. In all other circumstances, unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution. 3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms and Conditions as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference. 3.4 Shipper or potential Shipper must agree to a minimum term of one year under any Transportation Service Agreement. 3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper. 3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company. 3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company: 3.6.1.1 A copy of Shipper's most recent audited financial statements; 3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form; 3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis. 3.6.2 Shipper must meet the</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>following criteria in order to be deemed satisfactory for purposes of Section 3.6: 3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction. 3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity. 3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent. 3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria. 4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT 4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point. 4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section. 4.3 All approved Shippers must submit an Exhibit A for any of the following: 4.3.1 A request to initiate transportation service at a specified Delivery Point; 4.3.2 A request to increase the MDQ, MHQ or AVL under an existing Exhibit A Addendum to a Transportation Service Agreement; 4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A Addendum to a Transportation Service Agreement; or 4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A Addendum to a Transportation Service Agreement that has expired or will expire and terminate by its own terms. 4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information: 4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives; 4.4.2 Gas Quantities: 4.4.2.1 The MDQ; 4.4.2.2 The MHQ; and 4.4.2.3 The AVL; 4.4.3 The Receipt Point(s) and Delivery Point(s); 4.4.4 Term of Service - Shipper or potential Shipper must request a minimum term of one year to initiate service or add a new Receipt Point or Delivery Point; 4.4.5 Identity of End-use Customer - the name, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; 4.4.6 Upstream Pipeline Contact Information for Confirmations 4.4.7 Indexes and Lost and Unaccounted for Gas: 4.4.7.1 Applicable Daily Index; 4.4.7.2 Applicable Alternative Daily Index; 4.4.7.3 Cash-out Index; and 4.4.7.4 Lost and Unaccounted For Gas and Fuel as a Percent of Gas Received at Receipt Point 4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation. 4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof. 4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service. 4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities. 4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper. 5. SCHEDULING AND NOMINATIONS 5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point. 5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and or contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures. 6. APPLICATION OF GENERAL TERMS AND CONDITIONS 6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall</p>

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

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
Tnspt Terms T-86 B	<p>control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders. 6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein. 6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas. 7. RECEIPT OF GAS FOR TRANSPORT 7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company. 7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. 8. WARRANTY OF TITLE 8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities. 9. UNACCEPTABLE QUANTITIES 9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities. 10. GAS TRANSPORTED BY COMPANY 10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company. 10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service. Second Revised T-86 Terms &amp; Conditions Replaces Revised T-86 Terms &amp; Conditions Effective 05-01-2016</p> <p>Continuation from Tnspt Terms T-86 A. CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULE T-86 11. FACILITIES 11.1 For any Exhibit A effective prior to June 1, 2012: 11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Telemetry is required for service under these General Terms. Upon execution of the Agreement, Company shall install telemetry equipment of standard make and manufacture on all meters at the campus facilities using, based on Company's best estimate, 2,500 Mcf or more on an annual basis to determine hourly and daily flow of gas at the Receipt Point, provided that if no campus meter uses at least 2,500 Mcf or more on an annual basis, Company shall install telemetry equipment of standard make and manufacture on the meter at the campus facilities flowing the largest amount of natural gas during the immediately preceding twelve month period. Shipper will reimburse Company or cause Company to be reimbursed for the full, installed cost of such telemetry. 11.1.2 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$250.00 per meter read. Beginning May 1, 2016, Company shall provide Shipper with electronic notice of all analog telecommunication line outages. If the required analog telecommunication lines remain out of service for any reason for more than 15 business days after such electronic notification, then Company shall have the option to place the meter at the Receipt Point where the analog telecommunication line is out of service on wireless telemetry service as described in Section 11.2.4 and Section 11.2.5.2. 11.2 For any Exhibit A effective on or after June 1, 2012: 11.2.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Telemetry is required for service under these General Terms. Upon execution of the Agreement, Company shall install telemetry equipment of standard make and manufacture on all meters at the campus facilities using, based on Company's best estimate, 2,500 Mcf or more on an annual basis to determine hourly and daily flow of gas at the Receipt Point, provided that if no campus meter uses at least 2,500 Mcf or more on an annual basis, Company shall install telemetry equipment of standard make and manufacture on the meter at the campus facilities flowing the largest amount of natural gas during the immediately preceding twelve month period. Shipper shall choose between analog telemetry and wireless telemetry, if suitable wireless service is available at the Receipt Point. 11.2.2 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. 11.2.3 If Shipper chooses analog telemetry, then Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$250.00 per meter read. Beginning May 1, 2016,</p>

GAS SERVICES DIVISION

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	<p>Company shall provide Shipper with electronic notice of all analog telecommunication line outages. If the required analog telecommunication lines remain out of service for any reason for more than 15 business days after such electronic notification, then Company shall have the option to place the meter at the Receipt Point where the analog telecommunication line is out of service on wireless telemetry service as described in Section 11.2.4 and Section 11.2.5.2. 11.2.4 If Shipper chooses wireless telemetry, then Shipper shall pay Company \$15 per month per meter for wireless telemetry service for the entire period such meter(s) is(are) served under this or any other transportation rate schedule. 11.2.5 Shipper will pay Company or cause Company to be paid for telemetry equipment under one of the following payment options as chosen by the original Shipper in the initial Exhibit A: 11.2.5.1 Shipper will reimburse Company or cause Company to be reimbursed for the full, installed cost of such telemetry within 45 days of installation; or 11.2.5.2 Shipper shall pay Company or cause Company to be paid a monthly administrative fee per meter for the entire period such meter(s) is(are) served under this or any other transportation rate schedule as follows: Transportation redeliveries without pressure instrumentation \$30.00 per meter per month Transportation redeliveries with pressure instrumentation \$75.00 per meter per month for new installations or replacement installations completed before May 1, 2016 Transportation redeliveries with pressure instrumentation \$120.00 per meter per month for new installations or replacement installations completed on or after May 1, 2016 11.3 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$100.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer. 11.4 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$100.00 per reinstatement of service. 12. BALANCING 12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply. 12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical. 12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances. 12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply. 12.5 Daily Imbalances During Critical Period Events 12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers. 12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price. 12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement. 12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price. 12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred. 12.6 Multi-day Imbalances 12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or</p>

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>																														
	<p>greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance. 12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ. 12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors. 12.7 Monthly Imbalances 12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of the applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <table border="1"> <thead> <tr> <th>Overage</th> <th>Underage</th> <th>Imbalance Level</th> <th>The Company Pays Shipper the</th> <th>Shipper Pays the</th> </tr> <tr> <th>Percentage of the Cash-</th> <th>Following Percentage of the</th> <th>Company the Following</th> <th>Out Price From 0% to 5%</th> <th>Cash-Out Price</th> </tr> </thead> <tbody> <tr> <td>100%</td> <td>100%</td> <td>From 5% to 10%</td> <td>80%</td> <td>120%</td> </tr> <tr> <td>20%</td> <td>70%</td> <td>130%</td> <td>From 15% to 20%</td> <td>60%</td> </tr> <tr> <td>50%</td> <td>150%</td> <td>From 15% to 20%</td> <td>60%</td> <td>140%</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>Greater than</td> </tr> </tbody> </table> <p>12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement. 12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively. 12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement. 13. BILLING AND PAYMENT 13.1 Company shall invoice Shipper on or before the 15th day of each month (Billing Date) for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available. 13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date. 13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section. 13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate. 13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy. 14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company. 15. EVENT OF DEFAULT AND EARLY TERMINATION 15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors; 15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; 15.1.3 otherwise become bankrupt or insolvent (however evidenced); 15.1.4 be unable to pay its debts as they fall due; 15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; 15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s)</p>	Overage	Underage	Imbalance Level	The Company Pays Shipper the	Shipper Pays the	Percentage of the Cash-	Following Percentage of the	Company the Following	Out Price From 0% to 5%	Cash-Out Price	100%	100%	From 5% to 10%	80%	120%	20%	70%	130%	From 15% to 20%	60%	50%	150%	From 15% to 20%	60%	140%					Greater than
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GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 24231
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>relating to the Contract; 15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company; 15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or 15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled. 15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease. 15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. 15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate. 16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE 16.1 Limitations of Liability 16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends. 16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES. 16.2 Force Majeure 16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch. 16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE:** DT      **RRC TARIFF NO:** 24231

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty. 16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure. Second Revised T-86 Terms & Conditions      Replaces Revised T-86 Terms & Conditions Effective 05-01-2016

**RATE ADJUSTMENT PROVISIONS:**

None

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
149	D	MMBtu	\$ .0000	06/01/2011	N
<b>DESCRIPTION:</b> HOUSTON, INC.					
<b>Customer</b>	41398	TEXAS GENERAL LAND OFFICE			

**TYPE SERVICE PROVIDED**

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

**TUC APPLICABILITY**

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

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE:** DT      **RRC TARIFF NO:** 24381

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

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**      **RECEIVED DATE:** 07/06/2023

**INITIAL SERVICE DATE:** 03/01/2011      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

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

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Eff. 6/15/2023 Revised T-91-E-22 to T-91-E-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305      **ACTIVE FLAG:** Y      **INACTIVE DATE:**

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

**TITLE:** Coordinator Regulatory

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

**ADDRESS LINE 2:**

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

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

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
29391	CONSTELLATION	N	



## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 24381
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-91-E-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE BEAUMONT/EAST TEXAS DIVISION RATE SCHEDULE NO. T-91 E-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$371.40; (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.6000/MMBtu Next 750 MMBtu @ \$0.4000/MMBtu Over 1,500 MMBtu @ \$0.2000/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,196.40; (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>?</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,196.40; (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 24381
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

and equal to the higher of:

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

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

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

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

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

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

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

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**ANNUAL RATE ADJUSTMENT**

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

**EQUIVALENT QUANTITY OF NATURAL GAS**

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

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

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

**OTHER CHARGES**

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

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE: DT                      RRC TARIFF NO: 24381**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-91 E-23                      Replaces Rate Schedule T-91 E-22                      Effective 06-15-23</p> <p>Tnspt Terms T-91A                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p>

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	<p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.</p> <p>2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</p> <p>2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.</p> <p>2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</p> <p>2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.</p> <p>2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p>
	<p><b>3. APPLICATION FOR SERVICE</b></p> <p>3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural</p>

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	<p>gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> <p>4.4.2.1 The MDQ;</p> <p>4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule</p>

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

4.4.4 Term of Service

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

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

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

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

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

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

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

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

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

#### 5. SCHEDULING AND NOMINATIONS

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

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

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

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

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

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

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	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p><b>9. UNACCEPTABLE QUANTITIES</b></p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p><b>10. GAS TRANSPORTED BY COMPANY</b></p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-91B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with</p>

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	<p>documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical</p>



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 24381
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**CURRENT RATE COMPONENT**

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 24381
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.
	14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.
	15. EVENT OF DEFAULT AND EARLY TERMINATION
	15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:
	15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
	15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
	15.1.3 otherwise become bankrupt or insolvent (however evidenced);
	15.1.4 be unable to pay its debts as they fall due;
	15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
	15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;
	15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;
	15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or
	15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;
	then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.
	15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
	15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.
	15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.
	16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE
	16.1 Limitations of Liability
	16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE: DT**                      **RRC TARIFF NO: 24381**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Fifth Revised Terms &amp; Conditions    Replaces Fourth Revised T-90, T-91 &amp; T-92    Effective 06-15-2023    Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE: DT                      RRC TARIFF NO: 24381**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
23	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> BEAUMONT, INC.					
Customer 29391                      CONSTELLATION					
234	D	MMBtu	\$ .0000	08/01/2020	N
<b>DESCRIPTION:</b> NACOGDOCHES, INC.					
Customer 29391                      CONSTELLATION					
42991	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> HENDERSON, INC.					
Customer 29391                      CONSTELLATION					
43009	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> LUFKIN, INC.					
Customer 29391                      CONSTELLATION					
77066	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> CROCKETT, INC.					
Customer 29391                      CONSTELLATION					

**TYPE SERVICE PROVIDED**

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

**TUC APPLICABILITY**

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

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 24383

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

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/06/2023

**INITIAL SERVICE DATE:** 04/01/2011                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

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

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-90-H-22 to T-90-H-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

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

**TITLE:** Coordinator Regulatory

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

**ADDRESS LINE 2:**

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

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

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
33146	VISTA ENERGY	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 24383
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

PSIF-17 IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.

T-90-H-23 CENTERPOINT ENERGY ENTEX  
TRANSPORTATION SERVICE  
HOUSTON DIVISION  
RATE SCHEDULE NO. T-90 H-23

**AVAILABILITY**

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

**APPLICATION**

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

**DEFINITIONS**

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

**NET MONTHLY RATE**

(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$471.94;
- (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge
  - First 750 MMBtu @ \$0.7500/MMBtu
  - Next 750 MMBtu @ \$0.6000/MMBtu
  - Over 1,500 MMBtu @ \$0.4500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,296.94;
- (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.3500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

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**NET MONTHLY RATE (cont'd)**

(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,296.94;
- (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1125/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

**CONTRACT DEMAND**

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 24383
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	and equal to the higher of:
	(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;
	a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;
	b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;
	c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;
	d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;
	(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.
	(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.
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	<b>ANNUAL RATE ADJUSTMENT</b>
	The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.
	<b>EQUIVALENT QUANTITY OF NATURAL GAS</b>
	The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.
	<b>PAYMENTS TO GOVERNMENTAL AUTHORITIES</b>
	In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.
	<b>OTHER CHARGES</b>
	Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.
	<b>BILLING AND PAYMENT</b>
	Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be

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	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-90 H-23                      Replaces Rate Schedule T-90 H-22                      Effective 06-15-23</p> <p>Tnspt Terms T-90A                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p>



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	<p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.</p> <p>2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</p> <p>2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.</p> <p>2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</p> <p>2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.</p> <p>2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p> <p><b>3. APPLICATION FOR SERVICE</b></p> <p>3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural</p>

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	<p>gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> <p>4.4.2.1 The MDQ;</p> <p>4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule</p>

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

4.4.4 Term of Service

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

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

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

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

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

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

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

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

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

#### 5. SCHEDULING AND NOMINATIONS

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

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

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

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

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

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

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	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p><b>9. UNACCEPTABLE QUANTITIES</b></p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p><b>10. GAS TRANSPORTED BY COMPANY</b></p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-90B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with</p>

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	<p>documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 24383
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**CURRENT RATE COMPONENT**

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 24383
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.
	14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.
	15. EVENT OF DEFAULT AND EARLY TERMINATION
	15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:
	15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
	15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
	15.1.3 otherwise become bankrupt or insolvent (however evidenced);
	15.1.4 be unable to pay its debts as they fall due;
	15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
	15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;
	15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;
	15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or
	15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;
	then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.
	15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
	15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.
	15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.
	16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE
	16.1 Limitations of Liability
	16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Fifth Revised Terms &amp; Conditions    Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023    Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE: DT                      RRC TARIFF NO: 24383**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
149	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> HOUSTON, INC.					
Customer 33146 VISTA ENERGY					
150	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> HOUSTON, ENVIRONS					
Customer 33146 VISTA ENERGY					
202	D	MMBtu	\$ .0000	10/01/2018	N
<b>DESCRIPTION:</b> LEAGUE CITY, INC.					
Customer 33146 VISTA ENERGY					
55678	D	MMBtu	\$ .0000	07/01/2012	N
<b>DESCRIPTION:</b> LA PORTE, ENVIRONS					
Customer 33146 VISTA ENERGY					
55679	D	MMBtu	\$ .0000	10/01/2018	N
<b>DESCRIPTION:</b> PASADENA, ENVIRONS					
Customer 33146 VISTA ENERGY					
58923	D	MMBtu	\$ .0000	10/01/2018	N
<b>DESCRIPTION:</b> CHANNEL AREA, ENVIRONS					
Customer 33146 VISTA ENERGY					
58930	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> PASADENA, INC.					
Customer 33146 VISTA ENERGY					
66265	D	MMBtu	\$ .0000	10/01/2018	N
<b>DESCRIPTION:</b> BAYTOWN, INC.					
Customer 33146 VISTA ENERGY					
77073	D	MMBtu	\$ .0000	06/01/2011	N
<b>DESCRIPTION:</b> PEARLAND, INC.					
Customer 33146 VISTA ENERGY					

**TYPE SERVICE PROVIDED**

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

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

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

**TARIFF CODE: DT**      **RRC TARIFF NO: 24383**

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

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE: DT                      RRC TARIFF NO: 25207**

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

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 04/07/2023

**INITIAL SERVICE DATE:** 06/01/2012                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 04/01/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

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

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Eff. 4/1/2023 UPDATE PSIF-17

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

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

**TITLE:** Coordinator Regulatory

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

**ADDRESS LINE 2:**

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

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

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
40998	SYMMETRY ENERGY SERVICES	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 25207
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-90 H-20 Corrected	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE HOUSTON DIVISION RATE SCHEDULE NO. T-90 H-20</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where</p> <p>(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston Division, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$335.16; (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.7500/MMBtu Next 750 MMBtu @ \$0.6000/MMBtu Over 1,500 MMBtu @ \$0.4500/MMBtu</p> <p>(iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,160.16; (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.3500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,160.16; (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1125/MMBtu (iv) Payments to Government Authorities, as defined herein.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 25207
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p><b>CONTRACT DEMAND</b></p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:</p> <p>(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;</p> <p>a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;</p> <p>b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;</p> <p>c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;</p> <p>d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;</p> <p>(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.</p> <p>(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.</p>
	<p><b>ANNUAL RATE ADJUSTMENT</b></p> <p>The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.</p>
	<p><b>EQUIVALENT QUANTITY OF NATURAL GAS</b></p> <p>The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.</p>
	<p><b>PAYMENTS TO GOVERNMENTAL AUTHORITIES</b></p> <p>In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.</p>
	<p><b>OTHER CHARGES</b></p> <p>Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.</p>
	<p><b>BILLING AND PAYMENT</b></p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE: DT                      RRC TARIFF NO: 25207**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p>
	<p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.</p>
	<p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p>
	<p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p>
	<p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p>
	<p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p>
T-90 RIDER 2	<p>Original Rate Schedule T-90 H-20                      Replaces Rate Schedule T-90 H                      Effective 06-18-20                      CENTERPOINT ENERGY ENTEX                      TRANSPORTATION SERVICE                      RATE SCHEDULE NO. T-90 RIDER 2</p>
	<p>AVAILABILITY</p> <p>Service under this Rate Schedule Rider shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p>
	<p>APPLICATION</p> <p>This Rate Schedule Rider is applicable to gas transportation service, where</p> <p>(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;                      (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;                      (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby,                      (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 250 MMBtu per day, (e) End-use Customer has direct access to natural gas service from other pipelines, and (f) Company does not take title to or own the gas so transported.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE: DT                      RRC TARIFF NO: 25207**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>NET MONTHLY RATE</p> <p>Effective with all bills rendered on and after October 1, 2018, the Net Monthly Rate for gas transported under this Rate Schedule Rider for all gas transported and delivered to the facilities of an End-use Customer during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,000.00                      (ii) Distribution Charge @ \$0.1000/MMBtu                      (iii) Payments to Government Authorities, as defined in Rate Schedule T-90.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule Rider is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-90 Rider 2                      Replaces Revised Rate Schedule T-69                      Effective 10-01-18                      Rider 2 and Rider 3</p>
Tnspt Terms T-90A	<p>CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92                      APPLICABILITY 1.1                      These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H-22 and T-90 C-22 Rate Schedule T-91 E-22 and T-91 S-22 Rate Schedule T-92 H-22, T-92 C-22, T-92 E-22, and T-92 S-22 2.                      DEFINITIONS 2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.                      2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.                      2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.                      2.4 The term Btu shall mean British Thermal Unit.                      2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays. 2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).                      2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.                      2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.                      2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.                      2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.                      2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company. ?                      2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.                      2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.                      2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.                      2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.                      2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.                      2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.                      2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.                      2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 25207
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</p> <p>2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.</p> <p>2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days. ?</p> <p>3. APPLICATION FOR SERVICE</p> <p>3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company: 3.6.1.1 A copy of Shipper's most recent audited financial statements; 3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form; 3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6: 3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction. 3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity. 3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p>4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following: 4.3.1 A request to initiate transportation service at a specified Delivery Point; 4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service</p>



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 25207
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Agreement; 4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or 4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information: 4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives; ? 4.4.2 Gas Quantities: 4.4.2.1 The MDQ; 4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule 4.4.3 The Receipt Point(s) and Delivery Point(s); 4.4.4 Term of Service 4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service; 4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals. 4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; 4.4.6 Upstream Pipeline Contact Information for Confirmations 4.4.7 Indexes: 4.4.7.1 Applicable Monthly Index; 4.4.7.2 Applicable Index Adder; and 4.4.7.3 Applicable Daily Index 4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.</p> <p>4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.</p> <p>4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.</p> <p>4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.</p> <p>4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.</p> <p><b>5. SCHEDULING AND NOMINATIONS</b></p> <p>5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.</p> <p>5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.</p> <p><b>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</b></p> <p>6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> <p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 25207
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p>9. UNACCEPTABLE QUANTITIES</p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p>10. GAS TRANSPORTED BY COMPANY</p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fourth Revised Terms &amp; Conditions Replaces Third Revised T-90, T-91 &amp; T-92 Effective 06-16-2022</p> <p>Terms &amp; Conditions</p>
Tnspt Terms T-90B	<p>CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>11.FACILITIES</p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 25207
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%</p> <p>12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.</p> <p>12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.</p> <p><b>13. BILLING AND PAYMENT</b></p> <p>13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.</p> <p><b>14. ASSURANCE OF PERFORMANCE</b> If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.</p> <p><b>15. EVENT OF DEFAULT AND EARLY TERMINATION</b></p> <p>15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors; 15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; 15.1.3 otherwise become bankrupt or insolvent (however evidenced); 15.1.4 be unable to pay its debts as they fall due; 15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; 15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract; 15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company; 15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or 15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</p> <p>15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.</p> <p>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.</p> <p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 25207
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.
	16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE
	16.1 Limitations of Liability
	16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.
	16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.
	16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.
	16.2 Force Majeure
	16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.
	16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.
	16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.
Fourth Revised Terms & Conditions 06-16-2022	Replaces Third Revised T-90, T-91 & T-92 Effective Terms & Conditions

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE: DT                      RRC TARIFF NO: 25207**

**RATE ADJUSTMENT PROVISIONS:**

None

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
149	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> HOUSTON, INC.					
<b>Customer</b>	40998	SYMMETRY ENERGY SERVICES			

**TYPE SERVICE PROVIDED**

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

**TUC APPLICABILITY**

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

The parties are affiliated.

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE: DT                      RRC TARIFF NO: 25886**

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

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 04/07/2023

**INITIAL SERVICE DATE:** 02/01/2013                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 04/01/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

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

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Eff. 4/1/2023 UPDATE PSIF-17

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

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

**TITLE:** Coordinator Regulatory

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

**ADDRESS LINE 2:**

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

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

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
31483	COKINOS	N	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 25886
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-88	<p><b>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE RATE SCHEDULE NO. T-88 AVAILABILITY</b> Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book. <b>APPLICATION</b> This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points, as defined in the contract contemplated hereby, on the campus of a municipally-owned entity that is eligible to purchase State Royalty Gas; and (d) Company does not take title to or own the gas so transported. <b>DEFINITIONS</b> For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book. <b>NET MONTHLY RATE</b> The Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer during a billing period shall be equal to the sum of: (i) a rate per MMBtu for all gas transported to the facilities of an End-user Customer at the campus(es) during a twelve month period running from February to January: First 1,500,000 MMBtu @ \$870,000.00 Over 1,500,000 MMBtu @ \$0.10 per MMBtu; plus (ii) Payments to Governmental authorities, as defined in this Rate Schedule and the General Terms. (iii) The \$870,000 charge for the first 1,500,000 MMBtu shall be divided into twelve (12) equal monthly installments of \$72,500.00 for billing purposes. <b>EQUIVALENT QUANTITY OF NATURAL GAS</b> The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station. <b>PAYMENTS TO GOVERNMENTAL AUTHORITIES</b> In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement. <b>OTHER CHARGES</b> Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to telemetering and imbalances. <b>BILLING AND PAYMENT</b> Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may, upon five (5) days written notice to Shipper, suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company. <b>NATURAL GAS ACT</b> Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq. <b>WRITTEN SERVICE AGREEMENT</b> Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires. <b>CURTAILMENT</b> In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise). <b>MEASUREMENT</b> The parties shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms. <b>GENERAL TERMS AND CONDITIONS</b> Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p><b>CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULE T-88</b></p> <p><b>1. APPLICABILITY</b> 1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ( Company) under the following rate schedule(s): Rate Schedule T-88</p> <p><b>2. DEFINITIONS</b> 2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper. 2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement. 2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof. 2.4 The term Btu shall mean British</p>

Tnspt Terms T-88 A



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Thermal Unit. 2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays. 2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s) unless otherwise specified in the Agreement or the Exhibit A. 2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute. 2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made. 2.9 The term Delivery Point shall mean (a) the campus or campuses of a municipally-owned entity that is eligible to purchase state royalty gas where all facilities are situated in close geographic proximity and served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of the combined campus or campuses will be, based on Company's best estimate, a minimum of 1,000,000 MMBtu per year; and (d) the natural gas redelivered is for ultimate consumption at such campus or campuses and not for resale or sharing with others. 2.10 The term End-use Customer shall mean state-owned facilities eligible to purchase state royalty gas and receiving gas redelivered by Company at the Delivery Point. 2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company. 2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane. 2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company. 2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of Lost and Unaccounted for Gas and Fuel, if any, specified in the Agreement. 2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer. 2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ. 2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's. 2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month. 2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering Gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the Gas, purchase price of the Gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement. 2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper. 2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company. 2.22 The term State Royalty Gas shall mean natural gas produced on state lands or in state waters, which represents royalties due to the State of Texas, and which the State of Texas through the Commissioner of the Texas General Land Office, has the right to take in kind. 2.23 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days. 3. APPLICATION FOR SERVICE 3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company. 3.2 Unless waived by Company, if a Shipper fails to execute and return to Company the Transportation Service Agreement which accurately reflects the Shipper's submitted request for service within ten (10) Business Days after such agreement is tendered by Company for execution, then Shipper's request and the Transportation Service Agreement shall be null and void. In all other circumstances, unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution. 3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms and Conditions as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference. 3.4 Shipper or potential Shipper must agree to a minimum term of one year under any Transportation Service Agreement. 3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper. 3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company. 3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company: 3.6.1.1 A copy of Shipper's most recent audited financial statements; 3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form; 3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE:** DT      **RRC TARIFF NO:** 25886

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis. 3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6: 3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction. 3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity. 3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent. 3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria. 4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT 4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point. 4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section. 4.3 All approved Shippers must submit an Exhibit A for any of the following: 4.3.1 A request to initiate transportation service at a specified Delivery Point; 4.3.2 A request to increase the MDQ, MHQ or AVL under an existing Exhibit A Addendum to a Transportation Service Agreement; 4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A Addendum to a Transportation Service Agreement; or 4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A Addendum to a Transportation Service Agreement that has expired or will expire and terminate by its own terms. 4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information: 4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives; 4.4.2 Gas Quantities: 4.4.2.1 The MDQ; 4.4.2.2 The MHQ; and 4.4.2.3 The AVL; 4.4.3 The Receipt Point(s) and Delivery Point(s); 4.4.4 Term of Service - Shipper or potential Shipper must request a minimum term of one year to initiate service or add a new Receipt Point or Delivery Point; 4.4.5 Identity of End-use Customer - the name, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; 4.4.6 Upstream Pipeline Contact Information for Confirmations 4.4.7 Indexes and Lost and Unaccounted for Gas: 4.4.7.1 Applicable Daily Index; 4.4.7.2 Applicable Alternative Daily Index; 4.4.7.3 Cash-out Index; and 4.4.7.4 Lost and Unaccounted For Gas and Fuel as a Percent of Gas Received at Receipt Point 4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation. 4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof. 4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service. 4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities. 4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper. 5. SCHEDULING AND NOMINATIONS 5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point. 5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and or contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures. 6. APPLICATION OF GENERAL TERMS AND CONDITIONS 6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders. 6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein. 6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas. 7. RECEIPT OF GAS FOR TRANSPORT 7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company. 7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. 8. WARRANTY OF TITLE 8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities. 9. UNACCEPTABLE QUANTITIES 9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities. 10. GAS TRANSPORTED BY COMPANY 10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company. 10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service. Revised T-88 Terms &amp; Conditions Replaces Original T-88 Terms &amp; Conditions Effective 05-01-2016</p>
<p>Tnspt Terms T-88 B</p>	<p>Continuation from Tnspt Terms T-88 A. CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULE T-88 11. FACILITIES 11.1 For any Exhibit A effective prior to June 1, 2012: 11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Telemetry is required for service under these General Terms. Upon execution of the Agreement, Company shall install telemetry equipment of standard make and manufacture on all meters at the campus facilities using, based on Company's best estimate, 2,500 Mcf or more on an annual basis to determine hourly and daily flow of gas at the Receipt Point, provided that if no campus meter uses at least 2,500 Mcf or more on an annual basis, Company shall install telemetry equipment of standard make and manufacture on the meter at the campus facilities flowing the largest amount of natural gas during the immediately preceding twelve month period. Shipper will reimburse Company or cause Company to be reimbursed for the full, installed cost of such telemetry. 11.1.2 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$250.00 per meter read. Beginning May 1, 2016, Company shall provide Shipper with electronic notice of all analog telecommunication line outages. If the required analog telecommunication lines remain out of service for any reason for more than 15 business days after such electronic notification, then Company shall have the option to place the meter at the Receipt Point where the analog telecommunication line is out of service on wireless telemetry service as described in Section 11.2.4 and Section 11.2.5.2. 11.2 For any Exhibit A effective on or after June 1, 2012: 11.2.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Telemetry is required for service under these General Terms. Upon execution of the Agreement, Company shall install telemetry equipment of standard make and manufacture on all meters at the campus facilities using, based on Company's best estimate, 2,500 Mcf or more on an annual basis to determine hourly and daily flow of gas at the Receipt Point, provided that if no campus meter uses at least 2,500 Mcf or more on an annual basis, Company shall install telemetry equipment of standard make and manufacture on the meter at the campus facilities flowing the largest amount of natural gas during the immediately preceding twelve month period. Shipper shall choose between analog telemetry and wireless telemetry, if suitable wireless service is available at the Receipt Point. 11.2.2 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. 11.2.3 If Shipper chooses analog telemetry, then Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals</p>

GAS SERVICES DIVISION

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>the Company may deem necessary. In no case shall such charge be less than \$250.00 per meter read. Beginning May 1, 2016, Company shall provide Shipper with electronic notice of all analog telecommunication line outages. If the required analog telecommunication lines remain out of service for any reason for more than 15 business days after such electronic notification, then Company shall have the option to place the meter at the Receipt Point where the analog telecommunication line is out of service on wireless telemetry service as described in Section 11.2.4 and Section 11.2.5.2. 11.2.4 If Shipper chooses wireless telemetry, then Shipper shall pay Company \$15 per month per meter for wireless telemetry service for the entire period such meter(s) is(are) served under this or any other transportation rate schedule. 11.2.5 Shipper will pay Company or cause Company to be paid for telemetry equipment under one of the following payment options as chosen by the original Shipper in the initial Exhibit A: 11.2.5.1 Shipper will reimburse Company or cause Company to be reimbursed for the full, installed cost of such telemetry within 45 days of installation; or 11.2.5.2 Shipper shall pay Company or cause Company to be paid a monthly administrative fee per meter for the entire period such meter(s) is(are) served under this or any other transportation rate schedule as follows: Transportation redeliveries at low fixed pressure \$30.00 per meter per month Transportation redeliveries with pressure instrumentation \$75.00 per meter per month for new installations or replacement installations completed before May 1, 2016 Transportation redeliveries with pressure instrumentation \$120.00 per meter per month for new installations or replacement installations completed on or after May 1, 2016 11.3 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$100.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer. 11.4 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$100.00 per reinstatement of service. 12. BALANCING 12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply. 12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical. 12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances. 12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply. 12.5 Daily Imbalances During Critical Period Events 12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers. 12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price. 12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement. 12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price. 12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred. 12.6 Multi-day Imbalances 12.6.1 For any multi-day period</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE: DT**                      **RRC TARIFF NO: 25886**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>																
	<p>measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance. 12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ. 12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors. 12.7 Monthly Imbalances 12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of the applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Underage Imbalance Level Company the Following</th> <th style="text-align: center;">The Company Pays Shipper the Cash-Out Price</th> <th style="text-align: center;">Shipper Pays the Percentage of the Cash- Out Price</th> <th style="text-align: center;">Following Percentage of the Cash- Out Price</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">120% From 10% to 15%</td> <td style="text-align: center;">70%</td> <td style="text-align: center;">100%</td> <td style="text-align: center;">100% From 5% to 10%</td> </tr> <tr> <td style="text-align: center;">140% Greater than 20%</td> <td style="text-align: center;">50%</td> <td style="text-align: center;">150%</td> <td style="text-align: center;">130% From 15% to 20%</td> </tr> <tr> <td></td> <td></td> <td></td> <td style="text-align: center;">60%</td> </tr> </tbody> </table> <p>12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement. 12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively. 12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement. 13. BILLING AND PAYMENT 13.1 Company shall invoice Shipper on or before the 15th day of each month (Billing Date) for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available. 13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date. 13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section. 13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate. 13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy. 14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company. 15. EVENT OF DEFAULT AND EARLY TERMINATION 15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors; 15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; 15.1.3 otherwise become bankrupt or insolvent (however evidenced); 15.1.4 be unable to pay its debts as they fall due; 15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; 15.1.6 fail to perform any obligation to the Company with respect to any Credit</p>	Underage Imbalance Level Company the Following	The Company Pays Shipper the Cash-Out Price	Shipper Pays the Percentage of the Cash- Out Price	Following Percentage of the Cash- Out Price	120% From 10% to 15%	70%	100%	100% From 5% to 10%	140% Greater than 20%	50%	150%	130% From 15% to 20%				60%
Underage Imbalance Level Company the Following	The Company Pays Shipper the Cash-Out Price	Shipper Pays the Percentage of the Cash- Out Price	Following Percentage of the Cash- Out Price														
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GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 25886
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Support Obligation(s) relating to the Contract; 15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company; 15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or 15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled. 15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease. 15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. 15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate. 16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE 16.1 Limitations of Liability 16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends. 16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES. 16.2 Force Majeure 16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch. 16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE: DT                      RRC TARIFF NO: 25886**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty. 16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure. Revised T-88 Terms & Conditions                      Replaces Original T-88 Terms & Conditions                      Effective 05-01-2016

**RATE ADJUSTMENT PROVISIONS:**

None

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
149	D	MMBtu	\$.0000	03/01/2013	N
<b>DESCRIPTION:</b> HOUSTON, INC.					
<b>Customer</b>	31483	COKINOS			

**TYPE SERVICE PROVIDED**

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

**TUC APPLICABILITY**

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

The parties are affiliated.

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 26046

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

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 08/19/2019

**INITIAL SERVICE DATE:** 03/01/2013                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 07/11/2019

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

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

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** Effective 7/1/19: Replacing RS T-90 with T-90 H and Terms and Conditions T 90 A & B

**OTHER(EXPLAIN):** None

**PREPARER - PERSON FILING**

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

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

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

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

**ADDRESS LINE 2:**

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

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

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
33495	NORTH STAR GAS	N	



## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 26046
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-13	PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill \$1.09, based on \$1.00 per service line. Collected from April 1, 2019 to April 30, 2019.
T-90 H	CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE HOUSTON DIVISION RATE SCHEDULE NO. T-90 H

**AVAILABILITY**

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

**APPLICATION**

This Rate Schedule is applicable to gas transportation service, where

- (a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
- (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
- (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby,
- (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and
- (e) Company does not take title to or own the gas so transported.

**DEFINITIONS**

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.

**NET MONTHLY RATE**

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$314.51;
- (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge First 750 MMBtu @ \$0.7500/MMBtu Next 750 MMBtu @ \$0.6000/MMBtu Over 1,500 MMBtu @ \$0.4500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,139.51;
- (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.3500/MMBtu (iv) Payments to Government Authorities, as defined herein.

**NET MONTHLY RATE (cont'd)**

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,139.51;
- (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1125/MMBtu (iv) Payments to Government Authorities, as defined herein.

**CONTRACT DEMAND**

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 26046
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

and equal to the higher of:

- (i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;
- (ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.
- (iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 26046**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p><b>NATURAL GAS ACT</b></p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.</p> <p><b>WRITTEN SERVICE AGREEMENT</b></p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p><b>CURTAILMENT</b></p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p><b>MEASUREMENT</b></p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p><b>GENERAL TERMS AND CONDITIONS</b></p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-90 H                      Replaces Rate Schedule T-90                      Effective 07-11-19</p> <p>Tnspt Terms T-90A                      CENTERPOINT ENERGY ENTEX  GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION  SERVICE RATE SCHEDULES T-90, T-91 &amp; T-92 1.</p> <p><b>APPLICABILITY</b></p> <p>1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S 2. <b>DEFINITIONS</b></p> <p>2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p>2.4 The term Btu shall mean British Thermal Unit.</p> <p>2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately</p>

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	contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.
2.10	The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.
2.11	The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.  The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.
2.12	The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
2.13	The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.
2.14	The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.
2.15	The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.
2.16	The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.
2.17	The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.
2.18	The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.
2.19	The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.
2.20	The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.
2.21	The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.
2.22	The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.
3.	<b>APPLICATION FOR SERVICE</b>
3.1	Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.
3.2	Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

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	<p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:</p> <p>(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;</p> <p>(b) a standby irrevocable letter of credit acceptable to Company; or</p> <p>(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p>4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p>

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	4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
	4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
	4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.
	4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:
	4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;
	4.4.2 Gas Quantities:
	4.4.2.1 The MDQ;
	4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule
	4.4.3 The Receipt Point(s) and Delivery Point(s);
	4.4.4 Term of Service
	4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;
	4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.
	4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;
	4.4.6 Upstream Pipeline Contact Information for Confirmations
	4.4.7 Indexes:
	4.4.7.1 Applicable Monthly Index;
	4.4.7.2 Applicable Index Adder; and
	4.4.7.3 Applicable Daily Index
	4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.
	4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.
	4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.
	4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.
	4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.
	5. SCHEDULING AND NOMINATIONS

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5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;

(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or

(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

**6. APPLICATION OF GENERAL TERMS AND CONDITIONS**

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

**7. RECEIPT OF GAS FOR TRANSPORT**

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

**8. WARRANTY OF TITLE**

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

**9. UNACCEPTABLE QUANTITIES**

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

**10. GAS TRANSPORTED BY COMPANY**

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas

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Tnspt Terms T-90B	<p>tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>First Revised Terms &amp; Conditions Replaces Original T-90, T-91 &amp; T-92 Effective 07-11-2019 Terms &amp; Conditions Continuation from Tnspt Terms T-92 A. CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>11. FACILITIES</p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including,</p>



## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 26046
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or  
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or  
(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

## 12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

## 13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section

13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

## 14. SSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.
	<b>15. EVENT OF DEFAULT AND EARLY TERMINATION</b>
	15.1 In the event (each an Event of Default) Shipper or its guarantor shall:
	15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
	15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
	15.1.3 otherwise become bankrupt or insolvent (however evidenced);
	15.1.4 be unable to pay its debts as they fall due;
	15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
	15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;
	15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;
	15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or
	15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.
	15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
	15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.
	15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.
	<b>16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE</b> 16.1 Limitations of Liability
	16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.
	16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 26046
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**CURRENT RATE COMPONENT**

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	<p>LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>First Revised Terms &amp; Conditions Replaces Original T-90, T-91 &amp; T-92 Effective 07-11-2019 Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 26046**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
149	D	MMBtu	\$.0000	10/01/2018	N
<b>DESCRIPTION:</b> HOUSTON, INC.					
<b>Customer</b>	33495	NORTH STAR GAS			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 26371**

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 04/30/2015

**INITIAL SERVICE DATE:** 10/01/2013                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:** 11/09/2015                      **AMENDMENT DATE:**

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Add Pipeline Safety Inspection Fee

**PREPARER - PERSON FILING**

**RRC NO:** 458                      **ACTIVE FLAG:** N                      **INACTIVE DATE:** 06/22/2017

**FIRST NAME:** Linda                      **MIDDLE:** G.                      **LAST NAME:** Johnston

**TITLE:** Suprv. Reg. & Litigation Supp

**ADDRESS LINE 1:** P. O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-5218                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
34599	ENERGY TRANSFER COMPANY	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 26371
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-9	PIPELINE SAFETY INSPECTION FEE Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2014 Pipeline Safety Fee is a one-time customer charge per bill of \$1.05, based on \$1.00 per service line. Collected from April 1, 2015 to April 30, 2015.
T-76	<p><b>AVAILABILITY</b> Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p><b>APPLICATION</b> This Rate Schedule is applicable to gas transportation service, where (a) an Exhibit A has been executed after February 28, 2009 between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point; and (d) Company does not take title to or own the gas so transported.</p> <p><b>DEFINITIONS</b> For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book.</p> <p><b>NET MONTHLY RATE</b> The Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer during a billing period shall be equal to the sum of:</p> <p>(i) Monthly Service Charge @ \$200.00  (ii) First 750 MMBtu @ \$1.15 per MMBtu;  Over 750 MMBtu @ \$0.75 per MMBtu; plus  (iii) Capacity Charge @ \$0.065 per MMBtu; plus  (iv) Payments to Governmental authorities, as defined in this Rate Schedule and the General Terms.</p> <p><b>EQUIVALENT QUANTITY OF NATURAL GAS</b> The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.</p> <p><b>PAYMENTS TO GOVERNMENTAL AUTHORITIES</b> In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.</p> <p><b>OTHER CHARGES</b> Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to telemetering and imbalances.</p> <p><b>BILLING AND PAYMENT</b> Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may, upon five (5) days written notice to Shipper, suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p><b>NATURAL GAS ACT</b> Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.</p> <p><b>WRITTEN SERVICE AGREEMENT</b> Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract</p>

GAS SERVICES DIVISION

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RRC COID: 6263 COMPANY NAME: CENTERPOINT ENERGY ENTEX

TARIFF CODE: DT RRC TARIFF NO: 26371

CURRENT RATE COMPONENT

RATE COMP. ID	DESCRIPTION
	<p>expires.</p> <p><b>CURTAILMENT</b>            In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p><b>MEASUREMENT</b>            The parties shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p><b>GENERAL TERMS AND CONDITIONS</b>            Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time. <span style="float: right;">EXHIBIT A</span>            TO TRANSPORTATION SERVICE AGREEMENT <span style="float: right;">Page 1 of 2</span></p> <p><b>SHIPPER INFORMATION</b> Name of Shipper: _____ Shipper's Dunn's Number: _____            _____ Shipper's            Physical Business Address: _____ Shipper's Email Billing Address: _____            _____            _____            when E-mail is sent by Company. _____ Note: Bills are rendered via E-mail and are due and payable            _____ Shipper's Business Email Address: _____            _____ GENERAL INFORMATION Term of Service            Begin Date: _____ End Date: _____            _____ Evergreen: Yes or No            _____            Period of Evergreen: 1 Year, 2 Years, etc. _____            _____            Note: Shipper must provide CenterPoint with written notice canceling this Exhibit A a minimum of 30 days            prior to the expiration date of this Exhibit A to avoid automatic            renewal through the evergreen mechanism. Rate Schedule: _____ End-User            Facility Information End-User Business Name: _____ End-User Dunn's Number: _____            _____ End-User Physical            Service (Business) Address: _____ End-User Facility Contact            for Operating Information and Emergency Notices Name: _____ Office Telephone: _____            _____ Office Fax: _____            _____ E-Mail Address: _____            _____            Delivery Information Number of Meters Receiving Transportation Service: _____            _____ Delivery Point(s): _____            Receipt Point(s): _____            _____            _____            _____ Quantities: MDQ (in MMBtu/day) _____            _____            Upstream Pipeline Contact for Confirmations Name: _____ Office Telephone: _____            _____ Office            Fax: _____ E-Mail Address: _____            _____</p>



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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	EXHIBIT A Page 2 of 2
	TO TRANSPORTATION SERVICE AGREEMENT NOTICES TO SHIPPER
	Operational Notices Supply Coordinator: _____ Office Fax: _____ _____ Office Telephone: _____ Business E-Mail Address: _____
	All
	Other Notices Marketing Representative: _____ Office Fax: _____ Office Telephone: _____ Business E-Mail Address: _____ _____ Business Mailing Address: _____
	Office
	Operational Notices Employee Name: _____ Fax: _____ Office Telephone: _____ Business E-Mail Address: _____
	All Other Notices Employee Name: _____ Office Fax: _____ _____ Office Telephone: _____ Business E-Mail Address: _____ Business Mailing Address: _____
	INDEX FOR SHIPPER CASH-OUT
	CALCULATIONS Applicable Monthly Index: _____ _____ Applicable Index Adder or WACOG: _____ _____ Applicable
	Daily Index: _____
	ACKNOWLEDGEMENTS Signature of Shipper: _____ Date of Execution by Shipper: _____ _____ Signature of
	End-User: _____ Date of Execution by End-User: _____ _____

Tnspt Terms T-76 A

**CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULE T-76**

**1. APPLICABILITY** 1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ( Company) under the following rate schedule(s): Rate Schedule T-76

**2. DEFINITIONS** 2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper. 2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement. 2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof. 2.4 The term Btu shall mean British Thermal Unit. 2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays. 2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s) unless otherwise specified in the Agreement or the Exhibit A. 2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute. 2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made. 2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be, based on Company's best estimate, at least 10 Mcf per day but less than 50 Mcf per day; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others. 2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point. 2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company. 2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane. 2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company. 2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of Lost and Unaccounted for Gas and Fuel, if any, specified in the Agreement. 2.15

GAS SERVICES DIVISION

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer. 2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ. 2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's. 2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month. 2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering Gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the Gas, purchase price of the Gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement. 2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper. 2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company. 2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days. 3. APPLICATION FOR SERVICE 3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company. 3.2 Unless waived by Company, if a Shipper fails to execute and return to Company the Transportation Service Agreement which accurately reflects the Shipper's submitted request for service within ten (10) Business Days after such agreement is tendered by Company for execution, then Shipper's request and the Transportation Service Agreement shall be null and void. In all other circumstances, unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution. 3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms and Conditions as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference. 3.4 Shipper or potential Shipper must agree to a minimum term of one year under any Transportation Service Agreement. 3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper. 3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company. 3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company: 3.6.1.1 A copy of Shipper's most recent audited financial statements; 3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form; 3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis. 3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6: 3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction. 3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity. 3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent. 3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria. 4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT 4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point. 4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section. 4.3 All approved Shippers must submit an Exhibit A for any of the following:</p>

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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 26371
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**CURRENT RATE COMPONENT**

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	<p>4.3.1 A request to initiate transportation service at a specified Delivery Point; 4.3.2 A request to increase the MDQ, MHQ or AVL under an existing Exhibit A Addendum to a Transportation Service Agreement; 4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A Addendum to a Transportation Service Agreement; or 4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A Addendum to a Transportation Service Agreement that has expired or will expire and terminate by its own terms. 4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information: 4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives; 4.4.2 Gas Quantities: 4.4.2.1 The MDQ; 4.4.2.2 The MHQ; and 4.4.2.3 The AVL; 4.4.3 The Receipt Point(s) and Delivery Point(s); 4.4.4 Term of Service - Shipper or potential Shipper must request a minimum term of one year to initiate service or add a new Receipt Point or Delivery Point; 4.4.5 Identity of End-use Customer - the name, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; 4.4.6 Upstream Pipeline Contact Information for Confirmations 4.4.7 Indexes and Lost and Unaccounted for Gas: 4.4.7.1 Applicable Daily Index; 4.4.7.2 Applicable Alternative Daily Index; 4.4.7.3 Cash-out Index; and 4.4.7.4 Lost and Unaccounted For Gas and Fuel as a Percent of Gas Received at Receipt Point 4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation. 4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof. 4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service. 4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities. 4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper. 5. SCHEDULING AND NOMINATIONS 5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point. 5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and or contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures. 6. APPLICATION OF GENERAL TERMS AND CONDITIONS 6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders. 6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein. 6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas. 7. RECEIPT OF GAS FOR TRANSPORT 7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company. 7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. 8. WARRANTY OF TITLE 8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities. 9. UNACCEPTABLE QUANTITIES 9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities. 10. GAS TRANSPORTED BY COMPANY 10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by</p>

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**CURRENT RATE COMPONENT**

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Tnspt Terms T-76 B	<p>Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company. 10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service. Second Revised T-76 Terms &amp; Conditions Replaces Revised T-76 Effective 06-01-2012 Terms &amp; Conditions</p> <p>Continuation from Tnspt Terms T-76 A. CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULE T-76 11. FACILITIES 11.1 For any Exhibit A effective prior to June 1, 2012: 11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Telemetering is required for service under these General Terms. Company shall install telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper will reimburse Company or cause Company to be reimbursed for the full, installed cost of such telemetry. 11.1.2 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$250.00 per meter read. 11.2 For any Exhibit A effective on or after June 1, 2012: 11.2.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Telemetering is required for service under these General Terms. Company shall install telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper shall choose between analog telemetry and wireless telemetry, if suitable wireless service is available at the Receipt Point. 11.2.2 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. 11.2.3 If Shipper chooses analog telemetry, then Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$250.00 per meter read. 11.2.4 If Shipper chooses wireless telemetry, then Shipper shall pay Company \$15 per month per meter for wireless telemetry service for the entire period such meter(s) is(are) served under this or any other transportation rate schedule. 11.2.5 Shipper will pay Company or cause Company to be paid for telemetry equipment under one of the following payment options as chosen by the original Shipper in the initial Exhibit A: 11.2.5.1 Shipper will reimburse Company or cause Company to be reimbursed for the full, installed cost of such telemetry within 45 days of installation; or 11.2.5.2 Shipper shall pay Company or cause Company to be paid a monthly administrative fee per meter for the entire period such meter(s) is(are) served under this or any other transportation rate schedule as follows: Transportation redeliveries without pressure instrumentation \$30.00 per meter per month Transportation redeliveries with pressure instrumentation \$75.00 per meter per month 11.3 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$100.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer. 11.4 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$100.00 per reinstatement of service. 12. BALANCING 12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply. 12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical. 12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances. 12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT      **RRC TARIFF NO:** 26371

**CURRENT RATE COMPONENT**

RATE COMP. ID	DESCRIPTION												
	<p>Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply. 12.5 Daily Imbalances During Critical Period Events 12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers. 12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price. 12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement. 12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price. 12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred. 12.6 Multi-day Imbalances 12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance. 12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ. 12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors. 12.7 Monthly Imbalances 12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of the applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Underage Imbalance Level Following Percentage of the Percentage of the Cash-</th> <th style="text-align: center;">The Company Pays Shipper the Following</th> <th style="text-align: center;">Shipper Pays the Overage</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">100%</td> <td style="text-align: center;">100% From 5% to 10%</td> <td style="text-align: center;">Cash-Out Price Out Price From 0% to 5%</td> </tr> <tr> <td style="text-align: center;">120% From 10% to 15%</td> <td style="text-align: center;">70%</td> <td style="text-align: center;">80%</td> </tr> <tr> <td style="text-align: center;">140% Greater than 20%</td> <td style="text-align: center;">50%</td> <td style="text-align: center;">130% From 15% to 20%      60%</td> </tr> </tbody> </table> <p>150% 12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement. 12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively. 12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement. 13. BILLING AND PAYMENT 13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as</p>	Underage Imbalance Level Following Percentage of the Percentage of the Cash-	The Company Pays Shipper the Following	Shipper Pays the Overage	100%	100% From 5% to 10%	Cash-Out Price Out Price From 0% to 5%	120% From 10% to 15%	70%	80%	140% Greater than 20%	50%	130% From 15% to 20%      60%
Underage Imbalance Level Following Percentage of the Percentage of the Cash-	The Company Pays Shipper the Following	Shipper Pays the Overage											
100%	100% From 5% to 10%	Cash-Out Price Out Price From 0% to 5%											
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GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 26371
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>actual delivery information is available. 13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date. 13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section. 13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate. 13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy. 14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company. 15. EVENT OF DEFAULT AND EARLY TERMINATION 15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors; 15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; 15.1.3 otherwise become bankrupt or insolvent (however evidenced); 15.1.4 be unable to pay its debts as they fall due; 15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; 15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract; 15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company; 15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or 15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled. 15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease. 15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. 15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate. 16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE 16.1 Limitations of Liability 16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends. 16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

RRC COID: 6263

COMPANY NAME: CENTERPOINT ENERGY ENTEX

TARIFF CODE: DT

RRC TARIFF NO: 26371

**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES. 16.2 Force Majeure 16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch. 16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty. 16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure. Second Revised T-76 Terms & Conditions Replaces Revised T-76 Effective 06-01-2012

Terms & Conditions

**RATE ADJUSTMENT PROVISIONS:**

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263**                      **COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT**                      **RRC TARIFF NO: 26371**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>						
149	D	MMBtu	\$.0000	12/01/2013	N						
<b>DESCRIPTION:</b> HOUSTON, INC.											
<table border="1" style="width:100%"> <tr> <td style="width:15%"><b>Customer</b></td> <td style="width:15%">34599</td> <td colspan="4">ENERGY TRANSFER COMPANY</td> </tr> </table>						<b>Customer</b>	34599	ENERGY TRANSFER COMPANY			
<b>Customer</b>	34599	ENERGY TRANSFER COMPANY									
68838	D	MMBtu	\$.0000	02/01/2014	N						
<b>DESCRIPTION:</b> BARRETT'S SETTLEMENT, ENVIRONS											
<table border="1" style="width:100%"> <tr> <td style="width:15%"><b>Customer</b></td> <td style="width:15%">34599</td> <td colspan="4">ENERGY TRANSFER COMPANY</td> </tr> </table>						<b>Customer</b>	34599	ENERGY TRANSFER COMPANY			
<b>Customer</b>	34599	ENERGY TRANSFER COMPANY									
73140	D	MMBtu	\$.0000	10/01/2013	N						
<b>DESCRIPTION:</b> KATY, INC.											
<table border="1" style="width:100%"> <tr> <td style="width:15%"><b>Customer</b></td> <td style="width:15%">34599</td> <td colspan="4">ENERGY TRANSFER COMPANY</td> </tr> </table>						<b>Customer</b>	34599	ENERGY TRANSFER COMPANY			
<b>Customer</b>	34599	ENERGY TRANSFER COMPANY									

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 26396**

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/07/2020

**INITIAL SERVICE DATE:** 11/01/2013                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 07/11/2019

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Effective 5/1/20: Add Delivery Point - Houston Env to this tariff

**PREPARER - PERSON FILING**

**RRC NO:** 1182                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Pandy                      **MIDDLE:**                      **LAST NAME:** Livingston

**TITLE:** Reg. Data Specialist

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-5571                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
33145	CIMA ENERGY	N	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 26396
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-14	<p>PIPELINE SAFETY INSPECTION FEE:                      Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211.                      The 2020 Pipeline Safety Fee is a one-time customer charge per bill \$1.03, based on \$1.00 per service line.                      Collected from April 1, 2020 to April 30, 2020.</p>
T-90 H	<p>CENTERPOINT ENERGY ENTEX                      TRANSPORTATION SERVICE                      HOUSTON DIVISION                      RATE SCHEDULE NO. T-90 H</p> <p><b>AVAILABILITY</b></p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p><b>APPLICATION</b></p> <p>This Rate Schedule is applicable to gas transportation service, where</p> <p>(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;                      (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;                      (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby,                      (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and                      (e) Company does not take title to or own the gas so transported.</p> <p><b>DEFINITIONS</b></p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.</p> <p><b>NET MONTHLY RATE</b></p> <p>(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$314.51;                      (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein;                      (iii) Distribution Charge First 750 MMBtu @ \$0.7500/MMBtu Next 750 MMBtu @ \$0.6000/MMBtu Over 1,500 MMBtu @ \$0.4500/MMBtu                      (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,139.51;                      (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein;                      (iii) Distribution Charge @ \$0.3500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p><b>NET MONTHLY RATE (cont`d)</b></p> <p>(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,139.51;                      (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein;                      (iii) Distribution Charge @ \$0.1125/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p><b>CONTRACT DEMAND</b></p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 26396
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

- (i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;
- (ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.
- (iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 26396**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	credit arrangements satisfactory to Company.
	NATURAL GAS ACT
	Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C.Section717 et seq.
	WRITTEN SERVICE AGREEMENT
	Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.
	CURTAILMENT
	In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).
	MEASUREMENT
	The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.
	GENERAL TERMS AND CONDITIONS
	Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.
	Original Rate Schedule T-90 H                      Replaces Rate Schedule T-90                      Effective 07-11-19
Tnspt Terms T-90A	CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92
	1. APPLICABILITY
	1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s):
	Rate Schedule T-90 H-20 and T-90 C-20 Rate Schedule T-91 E and T-91 S-20 Rate Schedule T-92 H-20, T-92 C-20, T-92 E, and T-92 S-20
	2. DEFINITIONS
	2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.
	2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.
	2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.
	2.4 The term Btu shall mean British Thermal Unit.
	2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID: 6263</b>	<b>COMPANY NAME: CENTERPOINT ENERGY ENTEX</b>
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).
	2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.
	2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.
	2.9 The term Delivery Point shall mean
	(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;
	(b) where Company has adequate capacity;
	(c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and
	(d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.
	2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.
	2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A
	(a) will contain specified information as described in Section 4 herein;
	(b) will require signed acknowledgement of the Shipper and the End-use Customer; and
	(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.
	2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
	2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.
	2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.
	2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.
	2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.
	2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.
	2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.
	2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.
	2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.
	2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p>
	<p>3. APPLICATION FOR SERVICE</p>
	<p>3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</p>
	<p>3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.</p>
	<p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p>
	<p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p>
	<p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p>
	<p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p>
	<p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p>
	<p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p>
	<p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p>
	<p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p>
	<p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p>
	<p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p>
	<p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p>
	<p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p>
	<p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p>
	<p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:</p>
	<p>(a) a continuing deposit equal to a minimum</p>
	<p>4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</p>
	<p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an</p>

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	Exhibit A requesting transportation services to a specified Delivery Point.
	4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.
	4.3 All approved Shippers must submit an Exhibit A for any of the following:
	4.3.1 A request to initiate transportation service at a specified Delivery Point;
	4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
	4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
	4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.
	4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:
	4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;
	4.4.2 Gas Quantities:
	4.4.2.1 The MDQ;
	4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule
	4.4.3 The Receipt Point(s) and Delivery Point(s);
	4.4.4 Term of Service
	4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;
	4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.
	4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;
	4.4.6 Upstream Pipeline Contact Information for Confirmations
	4.4.7 Indexes:
	4.4.7.1 Applicable Monthly Index;
	4.4.7.2 Applicable Index Adder; and
	4.4.7.3 Applicable Daily Index
	4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.
	4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal

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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

**5. SCHEDULING AND NOMINATIONS**

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;

(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or

(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

**6. APPLICATION OF GENERAL TERMS AND CONDITIONS**

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

**7. RECEIPT OF GAS FOR TRANSPORT**

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

**8. WARRANTY OF TITLE**

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be



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**CURRENT RATE COMPONENT**

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	<p>delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p>9. UNACCEPTABLE QUANTITIES 9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p>10. GAS TRANSPORTED BY COMPANY</p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service. Second Revised Terms &amp; Conditions</p> <p>Replaces Original T-90, T-91 &amp; T-92</p> <p>Effective 06-18-2020</p> <p>Terms &amp; Conditions</p> <p>Tnspt Terms T-90B</p> <p>Continuation from Tnspt Terms T-90 A.</p> <p>11. FACILITIES</p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide</p>

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Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.

## 12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

## 12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or

(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or

(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

## 12.6 Multi-day Imbalances

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12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

- (i) impair Company's ability to maintain the operational integrity of its distribution system, or
- (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or

(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu:

- (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and
- (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to

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Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

### 12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

### 13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section

13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of

- (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or
- (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be

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deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

**14. ASSURANCE OF PERFORMANCE**

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

**15. EVENT OF DEFAULT AND EARLY TERMINATION**

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of

(i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

**16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE**

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16.1	<p>Limitations of Liability</p> <p>16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p>
16.2	<p>Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure. Second Revised Terms &amp; Conditions</p>
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GSD - 2 TARIFF REPORT

**RRC COID: 6263**                      **COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT**                      **RRC TARIFF NO: 26396**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	Effective 06-18-2020 Terms & Conditions

**RATE ADJUSTMENT PROVISIONS:**

None

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
149	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> HOUSTON, INC.					
<b>Customer</b>	33145	CIMA ENERGY			
58933	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> STAFFORD, INC.					
<b>Customer</b>	33145	CIMA ENERGY			
150	D	MMBtu	\$ .0000	05/01/2020	N
<b>DESCRIPTION:</b> HOUSTON, ENVIRONS					
<b>Customer</b>	33145	CIMA ENERGY			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263                      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 26632

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 04/07/2023

**INITIAL SERVICE DATE:** 02/01/2014                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 04/01/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 4/1/2023 UPDATE PSIF-17

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
41398	TEXAS GENERAL LAND OFFICE	N	



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 26632
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	<p>IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.</p>
T-87	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE RATE SCHEDULE NO. T-87 AVAILABILITY Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book. APPLICATION This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points, as defined in the contract contemplated hereby, on the campus of a state-owned entity that is eligible to purchase State Royalty Gas; and (d) Company does not take title to or own the gas so transported. DEFINITIONS For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book. NET MONTHLY RATE The Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer during a billing period shall be equal to the sum of: (i) a rate per MMBtu for all gas transported to the facilities of an End-user Customer at the campus(es) during a billing period equal to the sum of: First 30,000 MMBtu @ \$13,600.00 Over 30,000 MMBtu @ \$0.10 per MMBtu; plus (ii) Payments to Governmental authorities, as defined in this Rate Schedule and the General Terms. EQUIVALENT QUANTITY OF NATURAL GAS The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station. PAYMENTS TO GOVERNMENTAL AUTHORITIES In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement. OTHER CHARGES Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to telemetering and imbalances. BILLING AND PAYMENT Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may, upon five (5) days written notice to Shipper, suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company. NATURAL GAS ACT Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C.Section717 et seq. WRITTEN SERVICE AGREEMENT Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires. CURTAILMENT In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise). MEASUREMENT The parties shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms. GENERAL TERMS AND CONDITIONS Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULE T-87</p> <p>1. APPLICABILITY 1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ( Company) under the following rate schedule(s): Rate Schedule T-87</p> <p>2. DEFINITIONS 2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper. 2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement. 2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof. 2.4 The term Btu shall mean British Thermal Unit. 2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays. 2.6 The term</p>

Tnspt Terms T-87 A

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 26632
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s) unless otherwise specified in the Agreement or the Exhibit A. 2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute. 2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made. 2.9 The term Delivery Point shall mean (a) the campus or campuses of a state-owned entity that is eligible to purchase state royalty gas where all facilities are situated in close geographic proximity and served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of the combined campuses will be, based on Company's best estimate, a minimum of 1,000 Mcf per day; and (d) the natural gas redelivered is for ultimate consumption at such campus or campuses and not for resale or sharing with others. 2.10 The term End-use Customer shall mean state-owned facilities eligible to purchase state royalty gas and receiving gas redelivered by Company at the Delivery Point. 2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company. 2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane. 2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company. 2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of Lost and Unaccounted for Gas and Fuel, if any, specified in the Agreement. 2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer. 2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ. 2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's. 2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month. 2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering Gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the Gas, purchase price of the Gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement. 2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper. 2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company. 2.22 The term State Royalty Gas shall mean natural gas produced on state lands or in state waters, which represents royalties due to the State of Texas, and which the State of Texas through the Commissioner of the Texas General Land Office, has the right to take in kind. 2.23 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days. 3. APPLICATION FOR SERVICE 3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company. 3.2 Unless waived by Company, if a Shipper fails to execute and return to Company the Transportation Service Agreement which accurately reflects the Shipper's submitted request for service within ten (10) Business Days after such agreement is tendered by Company for execution, then Shipper's request and the Transportation Service Agreement shall be null and void. In all other circumstances, unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution. 3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms and Conditions as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference. 3.4 Shipper or potential Shipper must agree to a minimum term of one year under any Transportation Service Agreement. 3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper. 3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company. 3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company: 3.6.1.1 A copy of Shipper's most recent audited financial statements; 3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form; 3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis. 3.6.2 Shipper must meet the</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263**                      **COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT**                      **RRC TARIFF NO: 26632**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>following criteria in order to be deemed satisfactory for purposes of Section 3.6: 3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction. 3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity. 3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent. 3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria. 4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT 4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point. 4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section. 4.3 All approved Shippers must submit an Exhibit A for any of the following: 4.3.1 A request to initiate transportation service at a specified Delivery Point; 4.3.2 A request to increase the MDQ, MHQ or AVL under an existing Exhibit A Addendum to a Transportation Service Agreement; 4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A Addendum to a Transportation Service Agreement; or 4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A Addendum to a Transportation Service Agreement that has expired or will expire and terminate by its own terms. 4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information: 4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives; 4.4.2 Gas Quantities: 4.4.2.1 The MDQ; 4.4.2.2 The MHQ; and 4.4.2.3 The AVL; 4.4.3 The Receipt Point(s) and Delivery Point(s); 4.4.4 Term of Service - Shipper or potential Shipper must request a minimum term of one year to initiate service or add a new Receipt Point or Delivery Point; 4.4.5 Identity of End-use Customer - the name, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; 4.4.6 Upstream Pipeline Contact Information for Confirmations 4.4.7 Indexes and Lost and Unaccounted for Gas: 4.4.7.1 Applicable Daily Index; 4.4.7.2 Applicable Alternative Daily Index; 4.4.7.3 Cash-out Index; and 4.4.7.4 Lost and Unaccounted For Gas and Fuel as a Percent of Gas Received at Receipt Point 4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation. 4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof. 4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service. 4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities. 4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper. 5. SCHEDULING AND NOMINATIONS 5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point. 5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and or contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures. 6. APPLICATION OF GENERAL TERMS AND CONDITIONS 6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263                      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 26632

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
Tnspt Terms T-87 B	<p>control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders. 6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein. 6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas. 7. RECEIPT OF GAS FOR TRANSPORT 7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company. 7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. 8. WARRANTY OF TITLE 8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities. 9. UNACCEPTABLE QUANTITIES 9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities. 10. GAS TRANSPORTED BY COMPANY 10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company. 10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service. Revised T-87 Terms &amp; Conditions                      Replaces Original T-87 Effective 05-01-2016                      Terms &amp; Conditions</p> <p>Continuation from Tnspt Terms T-87 A. CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULE T-87 11. FACILITIES 11.1 For any Exhibit A effective on or after September 1, 2012: 11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Telemetering is required for service under these General Terms. Upon execution of the Agreement, Company shall install telemetry equipment of standard make and manufacture on all meters at the campus facilities using, based on Company's best estimate, 2,500 Mcf or more on an annual basis to determine hourly and daily flow of gas at the Receipt Point, provided that if no campus meter uses at least 2,500 Mcf or more on an annual basis, Company shall install telemetry equipment of standard make and manufacture on the meter at the campus facilities flowing the largest amount of natural gas during the immediately preceding twelve month period. Shipper shall choose between analog telemetry and wireless telemetry, if suitable wireless service is available at the Receipt Point. 11.1.2 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. 11.1.3 If Shipper chooses analog telemetry, then Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$250.00 per meter read. Beginning May 1, 2016, Company shall provide Shipper with electronic notice of all analog telecommunication line outages. If the required analog telecommunication lines remain out of service for any reason for more than 15 business days after such electronic notification, then Company shall have the option to place the meter at the Receipt Point where the analog telecommunication line is out of service on wireless telemetry service as described in Section 11.1.4 and Section 11.1.5.2. 11.1.4 If Shipper chooses wireless telemetry, then Shipper shall pay Company \$15 per month per meter for wireless telemetry service for the entire period such meter(s) is(are) served under this or any other transportation rate schedule. 11.1.5 Shipper will pay Company or cause Company to be paid for telemetry equipment under one of the following payment options as chosen by the original Shipper in the initial Exhibit A: 11.1.5.1 Shipper will reimburse Company or cause Company to be reimbursed for the full, installed cost of such telemetry within 45 days of installation; or 11.1.5.2 Shipper shall pay Company or cause Company to be paid a monthly administrative fee per meter for the entire period such meter(s) is(are) served under this or any other transportation rate schedule as follows: Transportation redeliveries without pressure instrumentation \$30.00 per meter per month Transportation redeliveries with pressure instrumentation \$75.00 per meter per month for new installations or replacement installations completed before May 1, 2016 Transportation redeliveries with pressure instrumentation \$120.00 per meter per month for new installations or replacement installations completed on or after May 1, 2016 11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 26632
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Delivery Point. In no case shall such charge be less than \$100.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer. 11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$100.00 per reinstatement of service. 12. BALANCING 12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply. 12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical. 12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances. 12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply. 12.5 Daily Imbalances During Critical Period Events 12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers. 12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price. 12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement. 12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price. 12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred. 12.6 Multi-day Imbalances 12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance. 12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ. 12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors. 12.7 Monthly Imbalances 12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263**                      **COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT**                      **RRC TARIFF NO: 26632**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>																								
	<p>Company), Shipper will purchase said volumes from Company at the percentage of the applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; text-align: center;">Overage</td> <td style="width: 25%; text-align: center;">Underage Imbalance Level</td> <td style="width: 25%; text-align: center;">The Company Pays Shipper the</td> <td style="width: 25%; text-align: center;">Shipper Pays the</td> </tr> <tr> <td style="text-align: center;">Following Percentage of the</td> <td style="text-align: center;">Company the Following</td> <td></td> <td style="text-align: center;">Cash-Out Price</td> </tr> <tr> <td style="text-align: center;">Percentage of the Cash</td> <td></td> <td></td> <td style="text-align: center;">-Out Price From 0% to 5%</td> </tr> <tr> <td style="text-align: center;">100%</td> <td style="text-align: center;">100% From 5% to 10%</td> <td style="text-align: center;">80%</td> <td style="text-align: center;">120%</td> </tr> <tr> <td style="text-align: center;">From 10% to 15%</td> <td style="text-align: center;">70%</td> <td style="text-align: center;">130% From 15% to 20%</td> <td style="text-align: center;">60%</td> </tr> <tr> <td style="text-align: center;">140% Greater than 20%</td> <td style="text-align: center;">50%</td> <td style="text-align: center;">150%</td> <td></td> </tr> </table> <p>12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement. 12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively. 12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement. 13. BILLING AND PAYMENT 13.1 Company shall invoice Shipper on or before the 15th day of each month (Billing Date) for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available. 13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date. 13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section. 13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate. 13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy. 14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company. 15. EVENT OF DEFAULT AND EARLY TERMINATION 15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors; 15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; 15.1.3 otherwise become bankrupt or insolvent (however evidenced); 15.1.4 be unable to pay its debts as they fall due; 15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; 15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract; 15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company; 15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or 15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled. 15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease. 15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. 15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date</p>	Overage	Underage Imbalance Level	The Company Pays Shipper the	Shipper Pays the	Following Percentage of the	Company the Following		Cash-Out Price	Percentage of the Cash			-Out Price From 0% to 5%	100%	100% From 5% to 10%	80%	120%	From 10% to 15%	70%	130% From 15% to 20%	60%	140% Greater than 20%	50%	150%	
Overage	Underage Imbalance Level	The Company Pays Shipper the	Shipper Pays the																						
Following Percentage of the	Company the Following		Cash-Out Price																						
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100%	100% From 5% to 10%	80%	120%																						
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GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 26632
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate. 16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE 16.1 Limitations of Liability 16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends. 16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES. 16.2 Force Majeure 16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch. 16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty. 16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure. Revised T-87 Terms &amp; Conditions Replaces Original T-87 Effective 05-01-2016</p>

**RATE ADJUSTMENT PROVISIONS:**

None
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GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 26632**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
149	D	MMBtu	\$.0000	02/01/2014	N
<b>DESCRIPTION:</b> HOUSTON, INC.					
<b>Customer</b>	41398	TEXAS GENERAL LAND OFFICE			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 28881**

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/06/2023

**INITIAL SERVICE DATE:** 04/01/2016                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-91-E-22 to T-91-E-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
36622	OKLAHOMA ENERGY SOURCE	N	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 28881**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	<p>IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.</p>
T-91-E-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE BEAUMONT/EAST TEXAS DIVISION RATE SCHEDULE NO. T-91 E-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <ul style="list-style-type: none"> <li>(i) Customer Charge @ \$371.40;</li> <li>(ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein;</li> <li>(iii) Distribution Charge <ul style="list-style-type: none"> <li>First 750 MMBtu @ \$0.6000/MMBtu</li> <li>Next 750 MMBtu @ \$0.4000/MMBtu</li> <li>Over 1,500 MMBtu @ \$0.2000/MMBtu</li> </ul> </li> <li>(iv) Payments to Government Authorities, as defined herein.</li> </ul> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <ul style="list-style-type: none"> <li>(i) Customer Charge @ \$1,196.40;</li> <li>(ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein;</li> <li>(iii) Distribution Charge @ \$0.1500/MMBtu</li> <li>(iv) Payments to Government Authorities, as defined herein.</li> </ul> <p>?</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <ul style="list-style-type: none"> <li>(i) Customer Charge @ \$1,196.40;</li> <li>(ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein;</li> <li>(iii) Distribution Charge @ \$0.1000/MMBtu</li> <li>(iv) Payments to Government Authorities, as defined herein.</li> </ul> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu</p>

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	and equal to the higher of:
	(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;
	a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;
	b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;
	c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;
	d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;
	(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.
	(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.
	?
	<b>ANNUAL RATE ADJUSTMENT</b>
	The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.
	<b>EQUIVALENT QUANTITY OF NATURAL GAS</b>
	The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.
	<b>PAYMENTS TO GOVERNMENTAL AUTHORITIES</b>
	In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.
	<b>OTHER CHARGES</b>
	Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.
	<b>BILLING AND PAYMENT</b>
	Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be

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	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-91 E-23                      Replaces Rate Schedule T-91 E-22                      Effective 06-15-23</p> <p>Tnspt Terms T-91A                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p>

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	<p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.</p> <p>2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</p> <p>2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.</p> <p>2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</p> <p>2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.</p> <p>2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p>
	<p><b>3. APPLICATION FOR SERVICE</b></p> <p>3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural</p>

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	<p>gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> <p>4.4.2.1 The MDQ;</p> <p>4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule</p>

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4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

#### 5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

#### 6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

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<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p><b>9. UNACCEPTABLE QUANTITIES</b></p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p><b>10. GAS TRANSPORTED BY COMPANY</b></p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-91B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with</p>



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<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 28881
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical</p>

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>															
	<p>Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <p>Overage Underage</p> <p>Imbalance Level The Company Pays Shipper the Shipper Pays the Following Percentage of the Company the Following Cash-Out Price Percentage of the Cash-Out Price</p> <table border="0"> <tr> <td>From 0% to 5%</td> <td>100%</td> <td>100%</td> </tr> <tr> <td>From 5% to 10%</td> <td>80%</td> <td>120%</td> </tr> <tr> <td>From 10% to 15%</td> <td>70%</td> <td>130%</td> </tr> <tr> <td>From 15% to 20%</td> <td>60%</td> <td>140%</td> </tr> <tr> <td>Greater than 20%</td> <td>50%</td> <td>150%</td> </tr> </table> <p>12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.</p> <p>12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two</p>	From 0% to 5%	100%	100%	From 5% to 10%	80%	120%	From 10% to 15%	70%	130%	From 15% to 20%	60%	140%	Greater than 20%	50%	150%
From 0% to 5%	100%	100%														
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GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 28881
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.
	<p>14. ASSURANCE OF PERFORMANCE</p> <p>If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.</p> <p>15. EVENT OF DEFAULT AND EARLY TERMINATION</p> <p>15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:</p> <p>15.1.1 Make an assignment or any general arrangement for the benefit of creditors;</p> <p>15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;</p> <p>15.1.3 otherwise become bankrupt or insolvent (however evidenced);</p> <p>15.1.4 be unable to pay its debts as they fall due;</p> <p>15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;</p> <p>15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;</p> <p>15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;</p> <p>15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or</p> <p>15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;</p> <p>then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</p> <p>15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.</p> <p>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.</p> <p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE</p> <p>16.1 Limitations of Liability</p> <p>16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the</p>

GAS SERVICES DIVISION

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**RRC COID:** 6263      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT      **RRC TARIFF NO:** 28881

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 28881**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>			
34649	D	MMBtu	\$.0000	07/11/2019	N			
<b>DESCRIPTION:</b> MT. PLEASANT								
<table border="1" style="width:100%"> <tr> <td style="width:15%"><b>Customer</b></td> <td style="width:15%">36622</td> <td style="width:70%">OKLAHOMA ENERGY SOURCE</td> </tr> </table>						<b>Customer</b>	36622	OKLAHOMA ENERGY SOURCE
<b>Customer</b>	36622	OKLAHOMA ENERGY SOURCE						
34651	D	MMBtu	\$.0000	07/11/2019	N			
<b>DESCRIPTION:</b> LONE STAR								
<table border="1" style="width:100%"> <tr> <td style="width:15%"><b>Customer</b></td> <td style="width:15%">36622</td> <td style="width:70%">OKLAHOMA ENERGY SOURCE</td> </tr> </table>						<b>Customer</b>	36622	OKLAHOMA ENERGY SOURCE
<b>Customer</b>	36622	OKLAHOMA ENERGY SOURCE						

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 29245**

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A  
**OPERATOR NO:**  
**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/06/2023  
**INITIAL SERVICE DATE:** 10/01/2016                      **TERM OF CONTRACT DATE:**  
**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023  
**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**  
**CITY ORDINANCE NO:**  
**AMENDMENT(EXPLAIN):** None  
**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-91-E-22 to T-91-E-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**  
**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer  
**TITLE:** Coordinator Regulatory  
**ADDRESS LINE 1:** P.O. Box 2628  
**ADDRESS LINE 2:**  
**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628  
**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
36622	OKLAHOMA ENERGY SOURCE	N	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 29245**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	<p>IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.</p>
T-91-E-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE BEAUMONT/EAST TEXAS DIVISION RATE SCHEDULE NO. T-91 E-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <ul style="list-style-type: none"> <li>(i) Customer Charge @ \$371.40;</li> <li>(ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein;</li> <li>(iii) Distribution Charge <ul style="list-style-type: none"> <li>First 750 MMBtu @ \$0.6000/MMBtu</li> <li>Next 750 MMBtu @ \$0.4000/MMBtu</li> <li>Over 1,500 MMBtu @ \$0.2000/MMBtu</li> </ul> </li> <li>(iv) Payments to Government Authorities, as defined herein.</li> </ul> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <ul style="list-style-type: none"> <li>(i) Customer Charge @ \$1,196.40;</li> <li>(ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein;</li> <li>(iii) Distribution Charge @ \$0.1500/MMBtu</li> <li>(iv) Payments to Government Authorities, as defined herein.</li> </ul> <p>?</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <ul style="list-style-type: none"> <li>(i) Customer Charge @ \$1,196.40;</li> <li>(ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein;</li> <li>(iii) Distribution Charge @ \$0.1000/MMBtu</li> <li>(iv) Payments to Government Authorities, as defined herein.</li> </ul> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 29245
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	and equal to the higher of:
	(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;
	a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;
	b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;
	c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;
	d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;
	(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.
	(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.
	?
	<b>ANNUAL RATE ADJUSTMENT</b>
	The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.
	<b>EQUIVALENT QUANTITY OF NATURAL GAS</b>
	The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.
	<b>PAYMENTS TO GOVERNMENTAL AUTHORITIES</b>
	In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.
	<b>OTHER CHARGES</b>
	Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.
	<b>BILLING AND PAYMENT</b>
	Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 29245**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-91 E-23                      Replaces Rate Schedule T-91 E-22                      Effective 06-15-23</p> <p>Tnspt Terms T-91A                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

RRC COID: 6263

COMPANY NAME: CENTERPOINT ENERGY ENTEX

TARIFF CODE: DT

RRC TARIFF NO: 29245

## CURRENT RATE COMPONENT

RATE COMP. IDDESCRIPTION

- 2.4 The term "Btu" shall mean British Thermal Unit.
- 2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.
- 2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).
- 2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.
- 2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.
- 2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.
- 2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.
- 2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.
- 2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
- 2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.
- 2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.
- 2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.
- 2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.
- 2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.
- 2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.
- 2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.
- 2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.
- 2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.
- 2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

## 3. APPLICATION FOR SERVICE

- 3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.
- 3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.
- 3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.
- 3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.
- 3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 29245
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> <p>4.4.2.1 The MDQ;</p> <p>4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 29245
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

#### 5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

#### 6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p><b>9. UNACCEPTABLE QUANTITIES</b></p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p><b>10. GAS TRANSPORTED BY COMPANY</b></p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-91B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with</p>

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	<p>documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical</p>

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	<p>Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <p>Overage Underage</p> <p>Imbalance Level    The Company Pays Shipper the    Shipper Pays the Following Percentage of the    Company the Following Cash-Out Price    Percentage of the Cash-Out Price</p> <p>From 0% to 5%    100%    100%</p> <p>From 5% to 10%    80%    120%</p> <p>From 10% to 15%    70%    130%</p> <p>From 15% to 20%    60%    140%</p> <p>Greater than 20%    50%    150%</p> <p>12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.</p> <p>12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two</p>

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**CURRENT RATE COMPONENT**

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	(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.
	14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.
	15. EVENT OF DEFAULT AND EARLY TERMINATION
	15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:
	15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
	15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
	15.1.3 otherwise become bankrupt or insolvent (however evidenced);
	15.1.4 be unable to pay its debts as they fall due;
	15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
	15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;
	15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;
	15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or
	15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;
	then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.
	15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
	15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.
	15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.
	16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE
	16.1 Limitations of Liability
	16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the



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	<p>basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Fifth Revised Terms &amp; Conditions    Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023    Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 29245**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>			
34649	D	MMBtu	\$.0000	07/11/2019	N			
<b>DESCRIPTION:</b> MT. PLEASANT								
<table border="1" style="width:100%"> <tr> <td style="width:15%"><b>Customer</b></td> <td style="width:15%">36622</td> <td style="width:70%">OKLAHOMA ENERGY SOURCE</td> </tr> </table>						<b>Customer</b>	36622	OKLAHOMA ENERGY SOURCE
<b>Customer</b>	36622	OKLAHOMA ENERGY SOURCE						
58938	D	MMBtu	\$.0000	07/11/2019	N			
<b>DESCRIPTION:</b> MT. PLEASANT, INC.								
<table border="1" style="width:100%"> <tr> <td style="width:15%"><b>Customer</b></td> <td style="width:15%">36622</td> <td style="width:70%">OKLAHOMA ENERGY SOURCE</td> </tr> </table>						<b>Customer</b>	36622	OKLAHOMA ENERGY SOURCE
<b>Customer</b>	36622	OKLAHOMA ENERGY SOURCE						

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 31475**

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 09/05/2019

**INITIAL SERVICE DATE:** 09/01/2018                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 07/11/2019

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** Effective 7/11/19: Replacing RS T90 with T 90C and Terms and Conditions T 90 A & B

**OTHER(EXPLAIN):** None

**PREPARER - PERSON FILING**

**RRC NO:** 899                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Alice                      **MIDDLE:** S.                      **LAST NAME:** Hart

**TITLE:** Suprv. Reg. Support Services

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-5322                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
24864	TGLO	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 31475
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-13	PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill \$1.09, based on \$1.00 per service line. Collected from April 1, 2019 to April 30, 2019.
T-90 C	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE TEXAS COAST DIVISION RATE SCHEDULE NO. T-90 C</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where</p> <p>(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;            (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;            (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby,            (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and            (e) Company does not take title to or own the gas so transported. DEFINITIONS For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$342.58;            (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein;            (iii) Distribution Charge First 750 MMBtu @ \$0.7500/MMBtu Next 750 MMBtu @ \$0.6000/MMBtu Over 1,500 MMBtu @ \$0.4500/MMBtu            (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,167.58;            (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein;            (iii) Distribution Charge @ \$0.3500/MMBtu            (iv) Payments to Government Authorities, as defined herein.</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,167.58;            (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein;            (iii) Distribution Charge @ \$0.1125/MMBtu            (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 31475
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 31475**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-90 C                      Replaces Rate Schedule T-90                      Effective 07-11-19</p> <p>Tnspt Terms T-90A                      CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 &amp; T-92 1.</p> <p>APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S 2. DEFINITIONS</p> <p>2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p>2.4 The term Btu shall mean British Thermal Unit.</p> <p>2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately</p>

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	contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.
	2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.
	2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.
	The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.
	2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
	2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.
	2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.
	2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.
	2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.
	2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.
	2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.
	2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.
	2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.
	2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.
	2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.
	<b>3. APPLICATION FOR SERVICE</b>
	3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.
	3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:</p> <p>(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;</p> <p>(b) a standby irrevocable letter of credit acceptable to Company; or</p> <p>(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p>4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p>



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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
	4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
	4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.
	4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:
	4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;
	4.4.2 Gas Quantities:
	4.4.2.1 The MDQ;
	4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule
	4.4.3 The Receipt Point(s) and Delivery Point(s);
	4.4.4 Term of Service
	4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;
	4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.
	4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;
	4.4.6 Upstream Pipeline Contact Information for Confirmations
	4.4.7 Indexes:
	4.4.7.1 Applicable Monthly Index;
	4.4.7.2 Applicable Index Adder; and
	4.4.7.3 Applicable Daily Index
	4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.
	4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.
	4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.
	4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.
	4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.
	5. SCHEDULING AND NOMINATIONS

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 31475
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;

(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or

(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

**6. APPLICATION OF GENERAL TERMS AND CONDITIONS**

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

**7. RECEIPT OF GAS FOR TRANSPORT**

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

**8. WARRANTY OF TITLE**

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

**9. UNACCEPTABLE QUANTITIES**

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

**10. GAS TRANSPORTED BY COMPANY**

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas

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Tnspt Terms T-90B	<p>tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>First Revised Terms &amp; Conditions Replaces Original T-90, T-91 &amp; T-92 Effective 07-11-2019 Terms &amp; Conditions</p> <p>Continuation from Tnspt Terms T-92 A. CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p><b>12. BALANCING</b></p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to:</p> <ul style="list-style-type: none"> <li>(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and</li> <li>(ii) when imbalances occur, to correct any such imbalances as soon as practical.</li> </ul> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including,</p>

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but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or  
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or  
(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ

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plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

## 12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

## 13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section

13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

## 14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's

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obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

**15. EVENT OF DEFAULT AND EARLY TERMINATION**

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

**16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE 16.1 Limitations of Liability**

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S

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	<p>LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>First Revised Terms &amp; Conditions Replaces Original T-90, T-91 &amp; T-92 Effective 07-11-2019 Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

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**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
77977	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> KATY, ENVIRONS					
<b>Customer</b>	24864	TGLO			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT      **RRC TARIFF NO:** 31784

**DESCRIPTION:** Distribution Transportation      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**      **RECEIVED DATE:** 07/06/2023

**INITIAL SERVICE DATE:** 10/01/2018      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-91-E-22 to T-91-E-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305      **ACTIVE FLAG:** Y      **INACTIVE DATE:**

**FIRST NAME:** Petra      **MIDDLE:**      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston      **STATE:** TX      **ZIP:** 77252      **ZIP4:** 2628

**AREA CODE:** 713      **PHONE NO:** 207-3363      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
41398	TEXAS GENERAL LAND OFFICE	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 31784
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-91-E-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE BEAUMONT/EAST TEXAS DIVISION RATE SCHEDULE NO. T-91 E-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$371.40; (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.6000/MMBtu Next 750 MMBtu @ \$0.4000/MMBtu Over 1,500 MMBtu @ \$0.2000/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,196.40; (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>?</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,196.40; (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 31784
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

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**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 31784**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-91 E-23                      Replaces Rate Schedule T-91 E-22                      Effective 06-15-23</p> <p>Tnspt Terms T-91A                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 31784
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.</p> <p>2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</p> <p>2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.</p> <p>2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</p> <p>2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.</p> <p>2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p>
	<p><b>3. APPLICATION FOR SERVICE</b></p> <p>3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 31784
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> <p>4.4.2.1 The MDQ;</p> <p>4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 31784
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
4.4.3	The Receipt Point(s) and Delivery Point(s);
4.4.4	Term of Service
4.4.4.1	Shipper or potential Shipper must request an initial minimum term of one year to initiate service;
4.4.4.2	Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.
4.4.5	Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;
4.4.6	Upstream Pipeline Contact Information for Confirmations
4.4.7	Indexes:
4.4.7.1	Applicable Monthly Index;
4.4.7.2	Applicable Index Adder; and
4.4.7.3	Applicable Daily Index
4.4.8	Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.
4.5	Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.
4.6	The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.
4.7	Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.
4.8	Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.
5.	<b>SCHEDULING AND NOMINATIONS</b>
5.1	Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.
5.2	Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.
6.	<b>APPLICATION OF GENERAL TERMS AND CONDITIONS</b>
6.1	Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.
6.2	The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.
6.3	These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

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	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p><b>9. UNACCEPTABLE QUANTITIES</b></p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p><b>10. GAS TRANSPORTED BY COMPANY</b></p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-91B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with</p>



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	documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.
	11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.
	12. BALANCING
	12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.
	12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.
	12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.
	12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.
	12.5 Daily Imbalances During Critical Period Events
	12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.
	12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.
	12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.
	12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.
	12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.
	12.6 Multi-day Imbalances
	12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical

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	<p>Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <p>Overage Underage</p> <p>Imbalance Level The Company Pays Shipper the Shipper Pays the Following Percentage of the Company the Following Cash-Out Price Percentage of the Cash-Out Price</p> <table border="0"> <tr> <td>From 0% to 5%</td> <td>100%</td> <td>100%</td> </tr> <tr> <td>From 5% to 10%</td> <td>80%</td> <td>120%</td> </tr> <tr> <td>From 10% to 15%</td> <td>70%</td> <td>130%</td> </tr> <tr> <td>From 15% to 20%</td> <td>60%</td> <td>140%</td> </tr> <tr> <td>Greater than 20%</td> <td>50%</td> <td>150%</td> </tr> </table> <p>12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.</p> <p>12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two</p>	From 0% to 5%	100%	100%	From 5% to 10%	80%	120%	From 10% to 15%	70%	130%	From 15% to 20%	60%	140%	Greater than 20%	50%	150%
From 0% to 5%	100%	100%														
From 5% to 10%	80%	120%														
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	(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.
	14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.
	15. EVENT OF DEFAULT AND EARLY TERMINATION
	15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:
	15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
	15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
	15.1.3 otherwise become bankrupt or insolvent (however evidenced);
	15.1.4 be unable to pay its debts as they fall due;
	15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
	15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;
	15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;
	15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or
	15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;
	then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.
	15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
	15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.
	15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.
	16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE
	16.1 Limitations of Liability
	16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the

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	<p>basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Fifth Revised Terms &amp; Conditions    Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023    Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 31784**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
23	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> BEAUMONT, INC.					
<b>Customer</b>	41398	TEXAS GENERAL LAND OFFICE			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263                      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 31785

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 06/23/2023

**INITIAL SERVICE DATE:** 04/01/2023                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 05/01/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 5-2023 Change supplier from SES to CONO

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
43318	CONOCO PHILLIPS	N	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 31785
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-91 RIDER 3	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE RATE SCHEDULE NO. T-91 RIDER 3</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where</p> <p>(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;                      (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;                      (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby,                      (d) where the combined actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 2,750 MMBtu per day, (                      e) End-use Customer has direct access to natural gas service from other pipelines, and                      (e) Company does not take title to or own the gas so transported.</p> <p>NET MONTHLY RATE</p> <p>Effective with all bills rendered on and after October 1, 2018, the Net Monthly Rate for gas transported under this Rate Schedule Rider for all gas transported and delivered to the facilities of an End-use Customer during a billing period shall be equal to the sum of:</p> <p>(i) Distribution Charge @ \$0.1000/MMBtu                      (ii) Payments to Government Authorities, as defined in Rate Schedule T-91.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule Rider is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-91 Rider 3                      Replaces Revised Rate Schedule T-65                      Effective 10-01-18                      Rider 4 and Rider 5</p> <p>Tnspt Terms T-91A                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 31785
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term "Btu" shall mean British Thermal Unit.

2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.

2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.

2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

**3. APPLICATION FOR SERVICE**

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any



## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 31785
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

#### 4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 31785
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	4.4.2 Gas Quantities:
	4.4.2.1 The MDQ;
	4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule
	4.4.3 The Receipt Point(s) and Delivery Point(s);
	4.4.4 Term of Service
	4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;
	4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.
	4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;
	4.4.6 Upstream Pipeline Contact Information for Confirmations
	4.4.7 Indexes:
	4.4.7.1 Applicable Monthly Index;
	4.4.7.2 Applicable Index Adder; and
	4.4.7.3 Applicable Daily Index
	4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.
	4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.
	4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.
	4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.
	4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.
	<b>5. SCHEDULING AND NOMINATIONS</b>
	5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.
	5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.
	<b>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</b>
	6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.
	6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 31785**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> <p>7. RECEIPT OF GAS FOR TRANSPORT</p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>8. WARRANTY OF TITLE</p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p>9. UNACCEPTABLE QUANTITIES</p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p>10. GAS TRANSPORTED BY COMPANY</p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p>11. FACILITIES</p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p>

Tnspt Terms T-91B

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

RRC COID: 6263

COMPANY NAME: CENTERPOINT ENERGY ENTEX

TARIFF CODE: DT

RRC TARIFF NO: 31785

## CURRENT RATE COMPONENT

RATE COMP. IDDESCRIPTION

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.

## 12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

## 12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

## 12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263                      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 31785

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <p>Overage Underage</p> <p>Imbalance Level    The Company Pays Shipper the    Shipper Pays the            Following Percentage of the    Company the Following Cash-Out Price    Percentage of the Cash-            Out Price            From 0% to 5%    100%    100%</p> <p>From 5% to 10%    80%    120%</p> <p>From 10% to 15%    70%    130%</p> <p>From 15% to 20%    60%    140%</p> <p>Greater than 20%    50%    150%</p> <p>12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.</p> <p>12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 31785
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

**14. ASSURANCE OF PERFORMANCE**

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

**15. EVENT OF DEFAULT AND EARLY TERMINATION**

15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;

then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

**16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE****16.1 Limitations of Liability**

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT      **RRC TARIFF NO:** 31785

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Fifth Revised Terms &amp; Conditions    Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023    Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**  
None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 31785**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>			
58937	D	MMBtu	\$.0000	05/01/2023	N			
<b>DESCRIPTION:</b> PITTSBURG, INC.								
<table border="1" style="width:100%"> <tr> <td style="width:15%"><b>Customer</b></td> <td style="width:20%">43318</td> <td style="width:65%">CONOCO PHILLIPS</td> </tr> </table>						<b>Customer</b>	43318	CONOCO PHILLIPS
<b>Customer</b>	43318	CONOCO PHILLIPS						
58938	D	MMBtu	\$.0000	05/01/2023	N			
<b>DESCRIPTION:</b> MT. PLEASANT, INC.								
<table border="1" style="width:100%"> <tr> <td style="width:15%"><b>Customer</b></td> <td style="width:20%">43318</td> <td style="width:65%">CONOCO PHILLIPS</td> </tr> </table>						<b>Customer</b>	43318	CONOCO PHILLIPS
<b>Customer</b>	43318	CONOCO PHILLIPS						

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT      **RRC TARIFF NO:** 31786

**DESCRIPTION:** Distribution Transportation      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**      **RECEIVED DATE:** 07/06/2023

**INITIAL SERVICE DATE:** 10/01/2018      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-91-E-22 to T-91-E-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305      **ACTIVE FLAG:** Y      **INACTIVE DATE:**

**FIRST NAME:** Petra      **MIDDLE:**      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston      **STATE:** TX      **ZIP:** 77252      **ZIP4:** 2628

**AREA CODE:** 713      **PHONE NO:** 207-3363      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
36622	OKLAHOMA ENERGY SOURCE	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 31786
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-91-E-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE BEAUMONT/EAST TEXAS DIVISION RATE SCHEDULE NO. T-91 E-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$371.40; (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.6000/MMBtu Next 750 MMBtu @ \$0.4000/MMBtu Over 1,500 MMBtu @ \$0.2000/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,196.40; (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>?</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,196.40; (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 31786
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

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**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be

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	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-91 E-23                      Replaces Rate Schedule T-91 E-22                      Effective 06-15-23</p> <p>Tnspt Terms T-91A                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p>

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	<p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.</p> <p>2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</p> <p>2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.</p> <p>2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</p> <p>2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.</p> <p>2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p>
	<p><b>3. APPLICATION FOR SERVICE</b></p> <p>3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural</p>

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gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

#### 4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule

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4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

#### 5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

#### 6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

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	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p><b>9. UNACCEPTABLE QUANTITIES</b></p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p><b>10. GAS TRANSPORTED BY COMPANY</b></p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-91B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with</p>



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	<p>documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 31786
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>															
	<p>Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <p>Overage Underage</p> <p>Imbalance Level The Company Pays Shipper the Shipper Pays the Following Percentage of the Company the Following Cash-Out Price Percentage of the Cash-Out Price</p> <table border="0"> <tr> <td>From 0% to 5%</td> <td>100%</td> <td>100%</td> </tr> <tr> <td>From 5% to 10%</td> <td>80%</td> <td>120%</td> </tr> <tr> <td>From 10% to 15%</td> <td>70%</td> <td>130%</td> </tr> <tr> <td>From 15% to 20%</td> <td>60%</td> <td>140%</td> </tr> <tr> <td>Greater than 20%</td> <td>50%</td> <td>150%</td> </tr> </table> <p>12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.</p> <p>12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two</p>	From 0% to 5%	100%	100%	From 5% to 10%	80%	120%	From 10% to 15%	70%	130%	From 15% to 20%	60%	140%	Greater than 20%	50%	150%
From 0% to 5%	100%	100%														
From 5% to 10%	80%	120%														
From 10% to 15%	70%	130%														
From 15% to 20%	60%	140%														
Greater than 20%	50%	150%														

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 31786
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.
	14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.
	15. EVENT OF DEFAULT AND EARLY TERMINATION
	15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:
	15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
	15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
	15.1.3 otherwise become bankrupt or insolvent (however evidenced);
	15.1.4 be unable to pay its debts as they fall due;
	15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
	15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;
	15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;
	15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or
	15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;
	then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.
	15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
	15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.
	15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.
	16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE
	16.1 Limitations of Liability
	16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT      **RRC TARIFF NO:** 31786

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Fifth Revised Terms &amp; Conditions    Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023    Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 31786**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
87149	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> EDGEWOOD, ENVIRONS					
<b>Customer</b>	36622	OKLAHOMA ENERGY SOURCE			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT      **RRC TARIFF NO:** 31787

**DESCRIPTION:** Distribution Transportation      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**      **RECEIVED DATE:** 07/06/2023

**INITIAL SERVICE DATE:** 10/01/2018      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-91-E-22 to T-91-E-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305      **ACTIVE FLAG:** Y      **INACTIVE DATE:**

**FIRST NAME:** Petra      **MIDDLE:**      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston      **STATE:** TX      **ZIP:** 77252      **ZIP4:** 2628

**AREA CODE:** 713      **PHONE NO:** 207-3363      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
29240	LUMINANT ENERGY	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 31787
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

PSIF-17 IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.

T-91-E-23 CENTERPOINT ENERGY ENTEX  
TRANSPORTATION SERVICE  
BEAUMONT/EAST TEXAS DIVISION  
RATE SCHEDULE NO. T-91 E-23

**AVAILABILITY**

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

**APPLICATION**

This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.

**DEFINITIONS**

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.

**NET MONTHLY RATE**

(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$371.40;
- (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge
  - First 750 MMBtu @ \$0.6000/MMBtu
  - Next 750 MMBtu @ \$0.4000/MMBtu
  - Over 1,500 MMBtu @ \$0.2000/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,196.40;
- (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

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**NET MONTHLY RATE (cont'd)**

(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,196.40;
- (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1000/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

**CONTRACT DEMAND**

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

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and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not have gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

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**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be



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	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-91 E-23                      Replaces Rate Schedule T-91 E-22                      Effective 06-15-23</p> <p>Tnspt Terms T-91A                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p>

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	<p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.</p> <p>2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</p> <p>2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.</p> <p>2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</p> <p>2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.</p> <p>2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p>
	<p><b>3. APPLICATION FOR SERVICE</b></p> <p>3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural</p>

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	<p>gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> <p>4.4.2.1 The MDQ;</p> <p>4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule</p>

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4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

#### 5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

#### 6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

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	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p><b>9. UNACCEPTABLE QUANTITIES</b></p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p><b>10. GAS TRANSPORTED BY COMPANY</b></p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-91B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with</p>

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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 31787
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.
	11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.
	12. BALANCING
	12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.
	12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.
	12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.
	12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.
	12.5 Daily Imbalances During Critical Period Events
	12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.
	12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.
	12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.
	12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.
	12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.
	12.6 Multi-day Imbalances
	12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical

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	<p>Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <p>Overage Underage</p> <p>Imbalance Level    The Company Pays Shipper the    Shipper Pays the Following Percentage of the    Company the Following Cash-Out Price    Percentage of the Cash- Out Price From 0% to 5%    100%    100%</p> <p>From 5% to 10%    80%    120%</p> <p>From 10% to 15%    70%    130%</p> <p>From 15% to 20%    60%    140%</p> <p>Greater than 20%    50%    150%</p> <p>12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.</p> <p>12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two</p>

## GAS SERVICES DIVISION

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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

**14. ASSURANCE OF PERFORMANCE**

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

**15. EVENT OF DEFAULT AND EARLY TERMINATION**

15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;

then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

**16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE****16.1 Limitations of Liability**

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the



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	<p>basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Fifth Revised Terms &amp; Conditions    Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023    Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

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**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
234	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> NACOGDOCHES, INC.					
<b>Customer</b>	29240	LUMINANT ENERGY			
77982	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> LUMBERTON, ENVIRONS					
<b>Customer</b>	29240	LUMINANT ENERGY			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

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GSD - 2 TARIFF REPORT

**RRC COID:** 6263                      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 32047

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/07/2023

**INITIAL SERVICE DATE:** 11/01/2018                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-92-S-22 to T-92-S-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
40998	SYMMETRY ENERGY SERVICES	N	

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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32047
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-92-S-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE SOUTH TEXAS DIVISION RATE SCHEDULE NO. T-92 S-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas, South Texas, Houston or Texas Coast Divisions, as defined in the contract contemplated hereby, to a campus or campuses of a public school district that is eligible to purchase State Royalty Gas; (d) where the actual aggregated annual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 50 MMBtu per day; and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$2,670.68; (ii) Administrative Charge @ \$15.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.2500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu and equal to the higher of:</p> <p>(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;</p> <p>a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;</p> <p>b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;</p> <p>CONTRACT DEMAND (cont'd)</p> <p>c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;</p> <p>d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of</p>

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## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32047
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 50 MMBtu.

**ANNUAL RATE ADJUSTMENT**

The Customer Charge in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

**NATURAL GAS ACT**

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.

**WRITTEN SERVICE AGREEMENT**

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

**CURTAILMENT**

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**CURRENT RATE COMPONENT**

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	<p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-92 S-23 Replaces Rate Schedule T-92 S-22 Effective 06-15-23</p> <p>Tnspt Terms T-92A                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting</p>

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primarily of methane.

2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.

2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.

2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

**3. APPLICATION FOR SERVICE**

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

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3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

#### 4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for



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transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

**5. SCHEDULING AND NOMINATIONS**

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

**6. APPLICATION OF GENERAL TERMS AND CONDITIONS**

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

**7. RECEIPT OF GAS FOR TRANSPORT**

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

**8. WARRANTY OF TITLE**

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

**9. UNACCEPTABLE QUANTITIES**

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	<p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company?s facilities.</p> <p>10. GAS TRANSPORTED BY COMPANY</p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-92B                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>11. FACILITIES</p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper?s designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper?s designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper?s designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper?s designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper?s designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company?s upstream gas supply, transportation,</p>

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	<p>storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <p>Overage Underage</p> <p>Imbalance Level    The Company Pays Shipper the    Shipper Pays the                      Following Percentage of the    Company the Following Cash-Out Price    Percentage of the Cash-                      Out Price                      From 0% to 5%    100%    100%</p> <p>From 5% to 10%    80%    120%</p> <p>From 10% to 15%    70%    130%</p> <p>From 15% to 20%    60%    140%</p> <p>Greater than 20%    50%    150%</p> <p>12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.</p> <p>12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.</p> <p><b>13. BILLING AND PAYMENT</b></p> <p>13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.</p> <p><b>14. ASSURANCE OF PERFORMANCE</b></p> <p>If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.</p> <p><b>15. EVENT OF DEFAULT AND EARLY TERMINATION</b></p> <p>15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:</p> <p>15.1.1 Make an assignment or any general arrangement for the benefit of creditors;</p> <p>15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32047
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;

then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

## 16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

### 16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
43032	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> VICTORIA, ENVIRONS					
<b>Customer</b> 40998 SYMMETRY ENERGY SERVICES					
43033	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> VICTORIA, INC.					
<b>Customer</b> 40998 SYMMETRY ENERGY SERVICES					

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 32047**

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263                      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 32096

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 04/16/2019

**INITIAL SERVICE DATE:** 10/01/2018                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:**

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Effective 4/1/19: Add Pipeline Safety Inspection Fee

**PREPARER - PERSON FILING**

**RRC NO:** 899                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Alice                      **MIDDLE:** S.                      **LAST NAME:** Hart

**TITLE:** Suprv. Reg. Support Services

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-5322                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
33495	NORTH STAR GAS	N	



## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32096
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-13	PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill \$1.09, based on \$1.00 per service line. Collected from April 1, 2019 to April 30, 2019.
T-90	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE RATE SCHEDULE NO. T-90</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where</p> <p>(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;            (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;            (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby,            (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and            (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills rendered on and after October 1, 2018, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$300.00;            (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein;            (iii) Distribution Charge First 750 MMBtu @ \$0.7500/MMBtu Next 750 MMBtu @ \$0.6000/MMBtu Over 1,500 MMBtu @ \$0.4500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills rendered on and after October 1, 2018, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,125.00;            (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein;            (iii) Distribution Charge @ \$0.3500/MMBtu            (iv) Payments to Government Authorities, as defined herein.</p> <p>(C) Effective with all bills rendered on and after October 1, 2018, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,125.00;            (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein; NET MONTHLY RATE (cont'd)            (iii) Distribution Charge @ \$0.1125/MMBtu            (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:</p> <p>(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32096
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 32096**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C.Section717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-90 Replaces Revised Rate Schedule T-69: Effective 10-01-18 Rate Schedule T-72; &amp; Revised Rate Schedule T-76</p>
Tnspt Terms T-90A	<p>CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 Rate Schedule T-91 Rate Schedule T-92</p> <p>2. DEFINITIONS</p> <p>2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	2.4 The term Btu shall mean British Thermal Unit.
	2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.
	2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).
	2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.
	2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.
	2.9 The term Delivery Point shall mean <ul style="list-style-type: none"> <li>(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;</li> <li>(b) where Company has adequate capacity;</li> <li>(c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and</li> <li>(d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</li> </ul>
	2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.
	2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.  The Exhibit A <ul style="list-style-type: none"> <li>(a) will contain specified information as described in Section 4 herein;</li> <li>(b) will require signed acknowledgement of the Shipper and the End-use Customer; and</li> <li>(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</li> </ul>
	2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
	2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.
	2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.
	2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.
	2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.
	2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.
	2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.
	2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

### 3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company: 3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;

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	<p>(b) a standby irrevocable letter of credit acceptable to Company; or (</p> <p>c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p>
	<p>4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> <p>4.4.2.1 The MDQ;</p> <p>4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule</p> <p>4.4.3 The Receipt Point(s) and Delivery Point(s);</p> <p>4.4.4 Term of Service</p> <p>4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;</p> <p>4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.</p> <p>4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;</p> <p>4.4.6 Upstream Pipeline Contact Information for Confirmations</p> <p>4.4.7 Indexes:</p> <p>4.4.7.1 Applicable Monthly Index;</p> <p>4.4.7.2 Applicable Index Adder; and</p> <p>4.4.7.3 Applicable Daily Index</p>

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	<p>4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.</p> <p>4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.</p> <p>4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.</p> <p>4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.</p> <p>4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.</p>
	<p><b>5. SCHEDULING AND NOMINATIONS</b></p> <p>5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:</p> <p>(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;</p> <p>(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or</p> <p>(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.</p> <p>5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.</p>
	<p><b>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</b></p> <p>6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p>
	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause</p>

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	Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.
	8. WARRANTY OF TITLE
	8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.
	9. UNACCEPTABLE QUANTITIES
	9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.
	10. GAS TRANSPORTED BY COMPANY
	10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.
	10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.
	Original Terms & Conditions Replaces Third Revised T-65; Effective 10-01-2018 Third Revised T-69; Third Revised 72; Third Revised T-75; Third Revised T-76; & Second Revised T-85 Terms & Conditions
Tnspt Terms T-90B	Continuation from Tnspt Terms T-90 A.  CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92
	11. FACILITIES
	11.1 For all meters being served under these General Terms for Transportation Service:
	11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.
	11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.
	11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.
	11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such



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gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.

**12. BALANCING**

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

- (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
- (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

**12.5 Daily Imbalances During Critical Period Events**

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

- (i) impair Company's ability to maintain the operational integrity of its distribution system, or
- (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or

(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32096
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price. 12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred. 12.6 Multi-day Imbalances 12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

### 12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150% 1

2.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

### 13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section

13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32096
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of

- (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or
- (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

## 15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32096
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.</p> <p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE</p> <p>16.1 Limitations of Liability</p> <p>16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263                      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 32096

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Original Terms &amp; Conditions Replaces Third Revised T-65; Effective 10-01-2018 Third Revised T-69; Third Revised 72; Third Revised T-75; Third Revised T-76; &amp; Second Revised T-85 Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
149	D	MMBtu	\$.0000	10/01/2008	N
<b>DESCRIPTION:</b> HOUSTON, INC.					
<b>Customer</b>	33495	NORTH STAR GAS			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263                      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 32097

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 04/16/2019

**INITIAL SERVICE DATE:**                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:**

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Effective 4/1/19: Add Pipeline Safety Inspection Fee

**PREPARER - PERSON FILING**

**RRC NO:** 899                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Alice                      **MIDDLE:** S.                      **LAST NAME:** Hart

**TITLE:** Suprv. Reg. Support Services

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-5322                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
28436	RANDOLPH AIR FORCE BASE	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32097
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-13	PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill \$1.09, based on \$1.00 per service line. Collected from April 1, 2019 to April 30, 2019.
T-91	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE RATE SCHEDULE NO. T-91</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where</p> <p>(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;</p> <p>(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;</p> <p>(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby,</p> <p>(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and</p> <p>(e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills rendered on and after October 1, 2018, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$300.00;</p> <p>(ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein;</p> <p>(iii) Distribution Charge First 750 MMBtu @ \$0.6000/MMBtu Next 750 MMBtu @ \$0.4000/MMBtu Over 1,500 MMBtu @ \$0.2000/MMBtu</p> <p>(iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills rendered on and after October 1, 2018, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,125.00;</p> <p>(ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein;</p> <p>(iii) Distribution Charge @ \$0.1500/MMBtu</p> <p>(iv) Payments to Government Authorities, as defined herein.</p> <p>(C) Effective with all bills rendered on and after October 1, 2018, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,125.00;</p> <p>(ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein; NET MONTHLY RATE</p> <p>(iii) Distribution Charge @ \$0.1000/MMBtu</p> <p>(iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 32097**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;</p> <p>a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;</p> <p>b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;</p> <p>c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;</p> <p>d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;</p> <p>(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.</p> <p>(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.</p>
	<p><b>ANNUAL RATE ADJUSTMENT</b></p> <p>The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.</p>
	<p><b>EQUIVALENT QUANTITY OF NATURAL GAS</b></p> <p>The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.</p>
	<p><b>PAYMENTS TO GOVERNMENTAL AUTHORITIES</b></p> <p>In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.</p>
	<p><b>OTHER CHARGES</b></p> <p>Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.</p>
	<p><b>BILLING AND PAYMENT</b></p> <p>Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be</p>



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C.Section717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-91 Replaces Revised Rate Schedule T-65: Effective 10-01-18 Revised Rate Schedule T-75; &amp; Revised Rate Schedule T-85</p> <p>Tnspt Terms T-91A                      Continuation from Tnspt Terms T-90 A.</p> <p>CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>11. FACILITIES</p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair</p>

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## GSD - 2 TARIFF REPORT

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telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.

**12. BALANCING**

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

- (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
- (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

**12.5 Daily Imbalances During Critical Period Events**

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

- (i) impair Company's ability to maintain the operational integrity of its distribution system, or
- (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

- (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or
- (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the

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	<p>specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price. 12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred. 12.6 Multi-day Imbalances 12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances:</p> <p>(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or</p> <p>(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150% 1</p> <p>2.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.</p> <p>12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.</p> <p>13. BILLING AND PAYMENT</p>

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## GSD - 2 TARIFF REPORT

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13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section

13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of

(i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or  
(ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

**15. EVENT OF DEFAULT AND EARLY TERMINATION**

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the

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	<p>obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</p> <p>15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.</p> <p>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.</p> <p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p><b>16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE</b></p> <p><b>16.1 Limitations of Liability</b></p> <p>16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p>

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Original Terms &amp; Conditions Replaces Third Revised T-65; Effective 10-01-2018 Third Revised T-69; Third Revised 72; Third Revised T-75; Third Revised T-76; &amp; Second Revised T-85 Terms &amp; Conditions</p>
Tnspt Terms T-91B	<p>Continuation from Tnspt Terms T-91 A. CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>11. FACILITIES</p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32097
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.

## 12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

- (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
- (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

## 12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

- (i) impair Company's ability to maintain the operational integrity of its distribution system, or
- (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

- (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or
- (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32097
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

## 12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

## 12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

## 13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section

13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount



## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of

- (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or
- (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

## 15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.</p> <p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE 16.1 Limitations of Liability</p> <p>16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES. 16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 32097**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Original Terms &amp; Conditions Replaces Third Revised T-65; Effective 10-01-2018 Third Revised T-69; Third Revised 72; Third Revised T-75; Third Revised T-76; &amp; Second Revised T-85 Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>			
66345	D	MMBtu	\$.0000	10/01/2018	N			
<b>DESCRIPTION:</b> UNIVERSAL CITY, INC.								
<table border="1" style="width:100%"> <tr> <td style="width:15%"><b>Customer</b></td> <td style="width:15%">28436</td> <td style="width:70%">RANDOLPH AIR FORCE BASE</td> </tr> </table>						<b>Customer</b>	28436	RANDOLPH AIR FORCE BASE
<b>Customer</b>	28436	RANDOLPH AIR FORCE BASE						

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT      **RRC TARIFF NO:** 32098

**DESCRIPTION:** Distribution Transportation      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**      **RECEIVED DATE:** 04/16/2019

**INITIAL SERVICE DATE:** 10/01/2018      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**      **AMENDMENT DATE:**

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Effective 4/1/19: Add Pipeline Safety Inspection Fee

**PREPARER - PERSON FILING**

**RRC NO:** 899      **ACTIVE FLAG:** Y      **INACTIVE DATE:**

**FIRST NAME:** Alice      **MIDDLE:** S.      **LAST NAME:** Hart

**TITLE:** Suprv. Reg. Support Services

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston      **STATE:** TX      **ZIP:** 77252      **ZIP4:** 2628

**AREA CODE:** 713      **PHONE NO:** 207-5322      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
37186	MANSFIELD POWER AND GAS	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32098
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-13	PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill \$1.09, based on \$1.00 per service line. Collected from April 1, 2019 to April 30, 2019.
T-91	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE RATE SCHEDULE NO. T-91</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where</p> <p>(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;            (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;            (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby,            (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and            (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills rendered on and after October 1, 2018, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$300.00;            (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein;            (iii) Distribution Charge First 750 MMBtu @ \$0.6000/MMBtu Next 750 MMBtu @ \$0.4000/MMBtu Over 1,500 MMBtu @ \$0.2000/MMBtu            (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills rendered on and after October 1, 2018, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,125.00;            (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein;            (iii) Distribution Charge @ \$0.1500/MMBtu            (iv) Payments to Government Authorities, as defined herein.</p> <p>(C) Effective with all bills rendered on and after October 1, 2018, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,125.00;            (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein; NET MONTHLY RATE            (iii) Distribution Charge @ \$0.1000/MMBtu            (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:</p>

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(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be

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	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C.Section717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-91 Replaces Revised Rate Schedule T-65: Effective 10-01-18 Revised Rate Schedule T-75; &amp; Revised Rate Schedule T-85</p> <p>Tnspt Terms T-91A                      Continuation from Tnspt Terms T-90 A.</p> <p>CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>11. FACILITIES</p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair</p>

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telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.

**12. BALANCING**

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

- (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
- (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

**12.5 Daily Imbalances During Critical Period Events**

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

- (i) impair Company's ability to maintain the operational integrity of its distribution system, or
- (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

- (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or
- (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the



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specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

## 12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.

Overage	Underage	Imbalance Level	The Company Pays Shipper the Following Percentage of the Cash-Out Price
Shipper Pays the Company the Following Percentage of the Cash-Out Price	From 0% to 5%	100%	100%
	From 5% to 10%	80%	120%
	From 10% to 15%	70%	130%
	From 15% to 20%	60%	140%
	Greater than 20%	50%	150%

2.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

## 13. BILLING AND PAYMENT

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13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section

13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of

(i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or  
(ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

**15. EVENT OF DEFAULT AND EARLY TERMINATION**

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the

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	<p>obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</p> <p>15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.</p> <p>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.</p> <p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE</p> <p>16.1 Limitations of Liability</p> <p>16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p>

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**CURRENT RATE COMPONENT**

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	<p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Original Terms &amp; Conditions Replaces Third Revised T-65; Effective 10-01-2018 Third Revised T-69; Third Revised 72; Third Revised T-75; Third Revised T-76; &amp; Second Revised T-85 Terms &amp; Conditions</p>
Tnspt Terms T-91B	<p>Continuation from Tnspt Terms T-91 A. CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>11. FACILITIES</p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p>

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11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.

## 12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

- (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
- (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

## 12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

- (i) impair Company's ability to maintain the operational integrity of its distribution system, or
- (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

- (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or
- (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at

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the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

## 12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

## 12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

## 13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section

13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount

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disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of

- (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or
- (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

## 15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the

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	<p>Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.</p> <p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE 16.1 Limitations of Liability</p> <p>16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. 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In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the</p>



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**CURRENT RATE COMPONENT**

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	<p>discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Original Terms &amp; Conditions Replaces Third Revised T-65; Effective 10-01-2018 Third Revised T-69; Third Revised 72; Third Revised T-75; Third Revised T-76; &amp; Second Revised T-85 Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
43021	D	MMBtu	\$ .0000	10/01/2018	N
<b>DESCRIPTION:</b> SCHULENBURG, INC.					
<b>Customer</b>	37186	MANSFIELD POWER AND GAS			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT      **RRC TARIFF NO:** 32384

**DESCRIPTION:** Distribution Transportation      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**      **RECEIVED DATE:** 07/07/2023

**INITIAL SERVICE DATE:** 02/01/2019      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-92-H-22 to T-92-H-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305      **ACTIVE FLAG:** Y      **INACTIVE DATE:**

**FIRST NAME:** Petra      **MIDDLE:**      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston      **STATE:** TX      **ZIP:** 77252      **ZIP4:** 2628

**AREA CODE:** 713      **PHONE NO:** 207-3363      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
41398	TEXAS GENERAL LAND OFFICE	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32384
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-92-H-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE HOUSTON DIVISION RATE SCHEDULE NO. T-92 H-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas, South Texas, Houston or Texas Coast Divisions, as defined in the contract contemplated hereby, to a campus or campuses of a public school district that is eligible to purchase State Royalty Gas; (d) where the actual aggregated annual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 50 MMBtu per day; and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$2,671.94; (ii) Administrative Charge @ \$15.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.2500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu and equal to the higher of:</p> <p>(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;</p> <p>a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;</p> <p>b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;</p> <p>CONTRACT DEMAND (cont'd)</p> <p>c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;</p> <p>d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32384
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 50 MMBtu.

**ANNUAL RATE ADJUSTMENT**

The Customer Charge in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

**NATURAL GAS ACT**

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.

**WRITTEN SERVICE AGREEMENT**

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

**CURTAILMENT**

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32384
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

**MEASUREMENT**

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

**GENERAL TERMS AND CONDITIONS**

Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-92 H-23 Replaces Rate Schedule T-92 H-22 Effective 06-15-23

Tnspt Terms T-92A

CENTERPOINT ENERGY ENTEX  
GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE  
RATE SCHEDULES T-90, T-91 & T-92

**1. APPLICABILITY**

1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):

Rate Schedule T-90 H-23 and T-90 C-23  
Rate Schedule T-91 E-23 and T-91 S-23  
Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23

**2. DEFINITIONS**

2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term "Btu" shall mean British Thermal Unit.

2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

primarily of methane.

2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.

2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.

2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

**3. APPLICATION FOR SERVICE**

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32384
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**CURRENT RATE COMPONENT**

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3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

#### 4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

**5. SCHEDULING AND NOMINATIONS**

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

**6. APPLICATION OF GENERAL TERMS AND CONDITIONS**

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

**7. RECEIPT OF GAS FOR TRANSPORT**

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

**8. WARRANTY OF TITLE**

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

**9. UNACCEPTABLE QUANTITIES**



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 32384**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company?s facilities.</p> <p>10. GAS TRANSPORTED BY COMPANY</p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-92B                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>11. FACILITIES</p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper?s designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper?s designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper?s designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper?s designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper?s designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company?s upstream gas supply, transportation,</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32384
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.

Overage Underage

Imbalance Level The Company Pays Shipper the Shipper Pays the  
Following Percentage of the Company the Following Cash-Out Price Percentage of the Cash-  
Out Price

From 0% to 5% 100% 100%

From 5% to 10% 80% 120%

From 10% to 15% 70% 130%

From 15% to 20% 60% 140%

Greater than 20% 50% 150%

12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.

**13. BILLING AND PAYMENT**

13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

**14. ASSURANCE OF PERFORMANCE**

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

**15. EVENT OF DEFAULT AND EARLY TERMINATION**

15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;</p> <p>15.1.3 otherwise become bankrupt or insolvent (however evidenced);</p> <p>15.1.4 be unable to pay its debts as they fall due;</p> <p>15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;</p> <p>15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;</p> <p>15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;</p> <p>15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or</p> <p>15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;</p> <p>then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</p> <p>15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.</p> <p>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.</p> <p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE</p> <p>16.1 Limitations of Liability</p> <p>16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE</p>

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Fifth Revised Terms &amp; Conditions    Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023    Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

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**RRC COID: 6263**                      **COMPANY NAME: CENTERPOINT ENERGY ENTEX**

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**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
149	D	MMBtu	\$ .0000	11/01/2018	N
<b>DESCRIPTION:</b> HOUSTON, INC.					
Customer 41398 TEXAS GENERAL LAND OFFICE					
150	D	MMBtu	\$ .0000	11/01/2018	N
<b>DESCRIPTION:</b> HOUSTON, ENVIRONS					
Customer 41398 TEXAS GENERAL LAND OFFICE					
58928	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> HUMBLE, INC.					
Customer 41398 TEXAS GENERAL LAND OFFICE					
58930	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> PASADENA, INC.					
Customer 41398 TEXAS GENERAL LAND OFFICE					
73134	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> SOUTH HOUSTON, INC.					
Customer 41398 TEXAS GENERAL LAND OFFICE					
77975	D	MMBtu	\$ .0000	09/01/2021	N
<b>DESCRIPTION:</b> FRIENDSWOOD, ENVIRONS					
Customer 41398 TEXAS GENERAL LAND OFFICE					
77977	D	MMBtu	\$ .0000	03/01/2021	N
<b>DESCRIPTION:</b> KATY, ENVIRONS					
Customer 41398 TEXAS GENERAL LAND OFFICE					
78248	D	MMBtu	\$ .0000	07/01/2021	N
<b>DESCRIPTION:</b> PORTER, ENVIRONS					
Customer 41398 TEXAS GENERAL LAND OFFICE					

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 32384**

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 32894**

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 08/19/2019

**INITIAL SERVICE DATE:** 07/11/2019                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:**

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** Y                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** None

**PREPARER - PERSON FILING**

**RRC NO:** 899                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Alice                      **MIDDLE:** S.                      **LAST NAME:** Hart

**TITLE:** Suprv. Reg. Support Services

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-5322                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
24864	TGLO	N	



## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32894
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-13	PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill \$1.09, based on \$1.00 per service line. Collected from April 1, 2019 to April 30, 2019.
T-90 C	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE TEXAS COAST DIVISION RATE SCHEDULE NO. T-90 C</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where</p> <p>(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;            (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;            (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby,            (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and            (e) Company does not take title to or own the gas so transported. DEFINITIONS For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$342.58;            (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein;            (iii) Distribution Charge First 750 MMBtu @ \$0.7500/MMBtu Next 750 MMBtu @ \$0.6000/MMBtu Over 1,500 MMBtu @ \$0.4500/MMBtu            (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,167.58;            (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein;            (iii) Distribution Charge @ \$0.3500/MMBtu            (iv) Payments to Government Authorities, as defined herein.</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,167.58;            (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein;            (iii) Distribution Charge @ \$0.1125/MMBtu            (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32894
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 32894**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-90 C                      Replaces Rate Schedule T-90                      Effective 07-11-19</p> <p>Tnspt Terms T-90A                      CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 &amp; T-92 1.</p> <p>APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S 2. DEFINITIONS</p> <p>2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p>2.4 The term Btu shall mean British Thermal Unit.</p> <p>2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32894
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.
	2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.
	2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.
	The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.
	2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
	2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.
	2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.
	2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.
	2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.
	2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.
	2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.
	2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.
	2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.
	2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.
	2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.
	<b>3. APPLICATION FOR SERVICE</b>
	3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.
	3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32894
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

- (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
- (b) a standby irrevocable letter of credit acceptable to Company; or
- (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

**4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT**

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
	4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
	4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.
	4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:
	4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;
	4.4.2 Gas Quantities:
	4.4.2.1 The MDQ;
	4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule
	4.4.3 The Receipt Point(s) and Delivery Point(s);
	4.4.4 Term of Service
	4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;
	4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.
	4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;
	4.4.6 Upstream Pipeline Contact Information for Confirmations
	4.4.7 Indexes:
	4.4.7.1 Applicable Monthly Index;
	4.4.7.2 Applicable Index Adder; and
	4.4.7.3 Applicable Daily Index
	4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.
	4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.
	4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.
	4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.
	4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.
	5. SCHEDULING AND NOMINATIONS

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32894
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:</p> <p>(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;</p> <p>(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or</p> <p>(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.</p> <p>5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.</p> <p>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</p> <p>6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> <p>7. RECEIPT OF GAS FOR TRANSPORT</p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>8. WARRANTY OF TITLE</p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p>9. UNACCEPTABLE QUANTITIES</p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p>10. GAS TRANSPORTED BY COMPANY</p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas</p>

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**TARIFF CODE:** DT      **RRC TARIFF NO:** 32894

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Tnspt Terms T-90B	<p>tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>First Revised Terms &amp; Conditions Replaces Original T-90, T-91 &amp; T-92 Effective 07-11-2019 Terms &amp; Conditions</p> <p>Continuation from Tnspt Terms T-92 A. CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p><b>12. BALANCING</b></p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including,</p>



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but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or  
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or  
(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ

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plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

## 12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

## 13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section

13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

## 14. SSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's

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obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

**15. EVENT OF DEFAULT AND EARLY TERMINATION**

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

**16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE 16.1 Limitations of Liability**

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S

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	<p>LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>First Revised Terms &amp; Conditions Replaces Original T-90, T-91 &amp; T-92 Effective 07-11-2019 Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

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**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
288	D	MMBtu	\$.0035	07/02/2004	N
<b>DESCRIPTION:</b> RICHMOND, ENVIRONS					
<b>Customer</b>	24864	TGLO			
58935	D	MMBtu	\$.0000	06/01/2008	N
<b>DESCRIPTION:</b> WEBSTER, INC.					
<b>Customer</b>	24864	TGLO			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 32895**

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 08/19/2019

**INITIAL SERVICE DATE:** 07/11/2019                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:**

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** Y                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** None

**PREPARER - PERSON FILING**

**RRC NO:** 899                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Alice                      **MIDDLE:** S.                      **LAST NAME:** Hart

**TITLE:** Suprv. Reg. Support Services

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-5322                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
29240	LUMINANT ENERGY	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32895
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-13	PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill \$1.09, based on \$1.00 per service line. Collected from April 1, 2019 to April 30, 2019.
T-90 C	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE TEXAS COAST DIVISION RATE SCHEDULE NO. T-90 C</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where</p> <p>(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;            (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;            (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby,            (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and            (e) Company does not take title to or own the gas so transported. DEFINITIONS For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$342.58;            (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein;            (iii) Distribution Charge First 750 MMBtu @ \$0.7500/MMBtu Next 750 MMBtu @ \$0.6000/MMBtu Over 1,500 MMBtu @ \$0.4500/MMBtu            (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,167.58;            (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein;            (iii) Distribution Charge @ \$0.3500/MMBtu            (iv) Payments to Government Authorities, as defined herein.</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,167.58;            (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein;            (iii) Distribution Charge @ \$0.1125/MMBtu            (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32895
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 32895**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-90 C                      Replaces Rate Schedule T-90                      Effective 07-11-19</p> <p>Tnspt Terms T-90A                      CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 &amp; T-92 1.</p> <p>APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S 2. DEFINITIONS</p> <p>2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p>2.4 The term Btu shall mean British Thermal Unit.</p> <p>2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 32895**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.
	2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.
	2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.
	The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.
	2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
	2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.
	2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.
	2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.
	2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.
	2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.
	2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.
	2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.
	2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.
	2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.
	2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.
	<b>3. APPLICATION FOR SERVICE</b>
	3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.
	3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32895
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:</p> <p>(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;</p> <p>(b) a standby irrevocable letter of credit acceptable to Company; or</p> <p>(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p>4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32895
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
	4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
	4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.
	4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:
	4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;
	4.4.2 Gas Quantities:
	4.4.2.1 The MDQ;
	4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule
	4.4.3 The Receipt Point(s) and Delivery Point(s);
	4.4.4 Term of Service
	4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;
	4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.
	4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;
	4.4.6 Upstream Pipeline Contact Information for Confirmations
	4.4.7 Indexes:
	4.4.7.1 Applicable Monthly Index;
	4.4.7.2 Applicable Index Adder; and
	4.4.7.3 Applicable Daily Index
	4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.
	4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.
	4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.
	4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.
	4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.
	5. SCHEDULING AND NOMINATIONS

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32895
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;

(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or

(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

#### 6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

#### 7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

#### 8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

#### 9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

#### 10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas

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Tnspt Terms T-90B	<p>tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>First Revised Terms &amp; Conditions Replaces Original T-90, T-91 &amp; T-92 Effective 07-11-2019 Terms &amp; Conditions</p> <p>Continuation from Tnspt Terms T-92 A. CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p><b>12. BALANCING</b></p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including,</p>

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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or  
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or  
(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ

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plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

## 12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

## 13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section

13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

## 14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's



## GAS SERVICES DIVISION

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obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

**15. EVENT OF DEFAULT AND EARLY TERMINATION**

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

**16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE 16.1 Limitations of Liability**

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>First Revised Terms &amp; Conditions Replaces Original T-90, T-91 &amp; T-92 Effective 07-11-2019 Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 32895**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>			
58921	D	MMBtu	\$.0000	07/11/2019	N			
<b>DESCRIPTION:</b> ALVIN, INC.								
<table border="1" style="width:100%"> <tr> <td style="width:15%"><b>Customer</b></td> <td style="width:15%">29240</td> <td style="width:70%">LUMINANT ENERGY</td> </tr> </table>						<b>Customer</b>	29240	LUMINANT ENERGY
<b>Customer</b>	29240	LUMINANT ENERGY						
67773	D	MMBtu	\$.0000	07/11/2019	N			
<b>DESCRIPTION:</b> LIVERPOOL, INC.								
<table border="1" style="width:100%"> <tr> <td style="width:15%"><b>Customer</b></td> <td style="width:15%">29240</td> <td style="width:70%">LUMINANT ENERGY</td> </tr> </table>						<b>Customer</b>	29240	LUMINANT ENERGY
<b>Customer</b>	29240	LUMINANT ENERGY						

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

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GSD - 2 TARIFF REPORT

**RRC COID:** 6263                      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 32896

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 08/19/2019

**INITIAL SERVICE DATE:** 07/11/2019                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:**

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** Y                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** None

**PREPARER - PERSON FILING**

**RRC NO:** 899                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Alice                      **MIDDLE:** S.                      **LAST NAME:** Hart

**TITLE:** Suprv. Reg. Support Services

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-5322                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
29391	CONSTELLATION	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32896
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-13	PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill \$1.09, based on \$1.00 per service line. Collected from April 1, 2019 to April 30, 2019.
T-90 C	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE TEXAS COAST DIVISION RATE SCHEDULE NO. T-90 C</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where</p> <p>(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported. DEFINITIONS For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$342.58; (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.7500/MMBtu Next 750 MMBtu @ \$0.6000/MMBtu Over 1,500 MMBtu @ \$0.4500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,167.58; (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.3500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,167.58; (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1125/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32896
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 32896**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-90 C                      Replaces Rate Schedule T-90                      Effective 07-11-19</p> <p>Tnspt Terms T-90A                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION                      SERVICE RATE SCHEDULES T-90, T-91 &amp; T-92 1.</p> <p>APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S 2. DEFINITIONS</p> <p>2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p>2.4 The term Btu shall mean British Thermal Unit.</p> <p>2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32896
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.
	2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.
	2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.
	The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.
	2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
	2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.
	2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.
	2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.
	2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.
	2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.
	2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.
	2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.
	2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.
	2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.
	2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.
	<b>3. APPLICATION FOR SERVICE</b>
	3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.
	3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.



## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:</p> <p>(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;</p> <p>(b) a standby irrevocable letter of credit acceptable to Company; or</p> <p>(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p>4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32896
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
	4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
	4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.
	4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:
	4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;
	4.4.2 Gas Quantities:
	4.4.2.1 The MDQ;
	4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule
	4.4.3 The Receipt Point(s) and Delivery Point(s);
	4.4.4 Term of Service
	4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;
	4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.
	4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;
	4.4.6 Upstream Pipeline Contact Information for Confirmations
	4.4.7 Indexes:
	4.4.7.1 Applicable Monthly Index;
	4.4.7.2 Applicable Index Adder; and
	4.4.7.3 Applicable Daily Index
	4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.
	4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.
	4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.
	4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.
	4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.
	5. SCHEDULING AND NOMINATIONS

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:</p> <p>(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;</p> <p>(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or</p> <p>(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.</p> <p>5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.</p> <p>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</p> <p>6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> <p>7. RECEIPT OF GAS FOR TRANSPORT</p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>8. WARRANTY OF TITLE</p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p>9. UNACCEPTABLE QUANTITIES</p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p>10. GAS TRANSPORTED BY COMPANY</p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263                      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 32896

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
Tnspt Terms T-90B	<p>tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>First Revised Terms &amp; Conditions Replaces Original T-90, T-91 &amp; T-92 Effective 07-11-2019 Terms &amp; Conditions</p> <p>Continuation from Tnspt Terms T-92 A. CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p><b>12. BALANCING</b></p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including,</p>

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but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or  
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or  
(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ

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plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

## 12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

## 13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section

13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

## 14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

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obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

**15. EVENT OF DEFAULT AND EARLY TERMINATION**

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

**16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE 16.1 Limitations of Liability**

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S

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	<p>LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>First Revised Terms &amp; Conditions Replaces Original T-90, T-91 &amp; T-92 Effective 07-11-2019 Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None



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**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
58935	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> WEBSTER, INC.					
<b>Customer</b>	29391	CONSTELLATION			
194	D	MMBtu	\$ .0000	02/01/2006	N
<b>DESCRIPTION:</b> LA PORTE, INC.					
<b>Customer</b>	29391	CONSTELLATION			
55670	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> SUGAR LAND, INC.					
<b>Customer</b>	29391	CONSTELLATION			
67772	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> LAKE JACKSON, INC.					
<b>Customer</b>	29391	CONSTELLATION			
77073	D	MMBTu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> PEARLAND, INC.					
<b>Customer</b>	29391	CONSTELLATION			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263**                      **COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT**                      **RRC TARIFF NO: 32897**

**DESCRIPTION:** Distribution Transportation                      **STATUS: A**

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE: 08/19/2019**

**INITIAL SERVICE DATE: 07/11/2019**                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:**

**CONTRACT COMMENT: None**

**REASONS FOR FILING**

**NEW FILING: Y**                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN): None**

**OTHER(EXPLAIN): None**

**PREPARER - PERSON FILING**

**RRC NO: 899**                      **ACTIVE FLAG: Y**                      **INACTIVE DATE:**

**FIRST NAME: Alice**                      **MIDDLE: S.**                      **LAST NAME: Hart**

**TITLE: Suprv. Reg. Support Services**

**ADDRESS LINE 1: P.O. Box 2628**

**ADDRESS LINE 2:**

**CITY: Houston**                      **STATE: TX**                      **ZIP: 77252**                      **ZIP4: 2628**

**AREA CODE: 713**                      **PHONE NO: 207-5322**                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
31483	COKINOS	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32897
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-13	PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill \$1.09, based on \$1.00 per service line. Collected from April 1, 2019 to April 30, 2019.
T-90 C	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE TEXAS COAST DIVISION RATE SCHEDULE NO. T-90 C</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where</p> <p>(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;            (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;            (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby,            (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and            (e) Company does not take title to or own the gas so transported. DEFINITIONS For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$342.58;            (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein;            (iii) Distribution Charge First 750 MMBtu @ \$0.7500/MMBtu Next 750 MMBtu @ \$0.6000/MMBtu Over 1,500 MMBtu @ \$0.4500/MMBtu            (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,167.58;            (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein;            (iii) Distribution Charge @ \$0.3500/MMBtu            (iv) Payments to Government Authorities, as defined herein.</p> <p>NET MONTHLY RATE (cont`d)</p> <p>(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,167.58;            (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein;            (iii) Distribution Charge @ \$0.1125/MMBtu            (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32897
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month`s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company`s General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;</p> <p>(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.</p> <p>(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.</p>
	<p><b>ANNUAL RATE ADJUSTMENT</b></p> <p>The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.</p>
	<p><b>EQUIVALENT QUANTITY OF NATURAL GAS</b></p> <p>The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.</p>
	<p><b>PAYMENTS TO GOVERNMENTAL AUTHORITIES</b></p> <p>In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys` fees, which Company may incur as a result of Shipper`s failure or refusal to disclose the purchase price of gas transported under the Agreement.</p>
	<p><b>OTHER CHARGES</b></p> <p>Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.</p>
	<p><b>BILLING AND PAYMENT</b></p> <p>Company`s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months` billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 32897**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-90 C                      Replaces Rate Schedule T-90                      Effective 07-11-19</p> <p>Tnspt Terms T-90A                      CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 &amp; T-92 1.</p> <p>APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S 2. DEFINITIONS</p> <p>2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p>2.4 The term Btu shall mean British Thermal Unit.</p> <p>2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32897
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.
	2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.
	2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.
	The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.
	2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
	2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.
	2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.
	2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.
	2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.
	2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.
	2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.
	2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.
	2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.
	2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.
	2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.
	<b>3. APPLICATION FOR SERVICE</b>
	3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.
	3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32897
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:</p> <p>(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;</p> <p>(b) a standby irrevocable letter of credit acceptable to Company; or</p> <p>(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p>4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32897
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
	4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
	4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.
	4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:
	4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;
	4.4.2 Gas Quantities:
	4.4.2.1 The MDQ;
	4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule
	4.4.3 The Receipt Point(s) and Delivery Point(s);
	4.4.4 Term of Service
	4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;
	4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.
	4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;
	4.4.6 Upstream Pipeline Contact Information for Confirmations
	4.4.7 Indexes:
	4.4.7.1 Applicable Monthly Index;
	4.4.7.2 Applicable Index Adder; and
	4.4.7.3 Applicable Daily Index
	4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.
	4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.
	4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.
	4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.
	4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.
	5. SCHEDULING AND NOMINATIONS



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32897
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:</p> <p>(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;</p> <p>(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or</p> <p>(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.</p> <p>5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.</p> <p>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</p> <p>6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> <p>7. RECEIPT OF GAS FOR TRANSPORT</p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>8. WARRANTY OF TITLE</p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p>9. UNACCEPTABLE QUANTITIES</p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p>10. GAS TRANSPORTED BY COMPANY</p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas</p>

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**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 32897**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
Tnspt Terms T-90B	<p>tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>First Revised Terms &amp; Conditions Replaces Original T-90, T-91 &amp; T-92 Effective 07-11-2019 Terms &amp; Conditions Continuation from Tnspt Terms T-92 A. CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>11. FACILITIES</p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including,</p>

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but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or  
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or  
(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ

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plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

## 12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

## 13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section

13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

## 14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

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obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

**15. EVENT OF DEFAULT AND EARLY TERMINATION**

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

**16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE 16.1 Limitations of Liability**

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S

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	<p>LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>First Revised Terms &amp; Conditions Replaces Original T-90, T-91 &amp; T-92 Effective 07-11-2019 Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None
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GAS SERVICES DIVISION

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**TARIFF CODE: DT                      RRC TARIFF NO: 32897**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>			
86375	D	MMBtu	\$.0000	07/11/2019	N			
<b>DESCRIPTION:</b> MONT BELVIEU, ENVIRONS								
<table border="1" style="width:100%"> <tr> <td style="width:15%"><b>Customer</b></td> <td style="width:20%">31483</td> <td style="width:65%">COKINOS</td> </tr> </table>						<b>Customer</b>	31483	COKINOS
<b>Customer</b>	31483	COKINOS						
194	D	MMBtu	\$.0000	02/01/2006	N			
<b>DESCRIPTION:</b> LA PORTE, INC.								
<table border="1" style="width:100%"> <tr> <td style="width:15%"><b>Customer</b></td> <td style="width:20%">31483</td> <td style="width:65%">COKINOS</td> </tr> </table>						<b>Customer</b>	31483	COKINOS
<b>Customer</b>	31483	COKINOS						
55678	D	MMBtu	\$.0000	07/11/2019	N			
<b>DESCRIPTION:</b> LA PORTE, ENVIRONS								
<table border="1" style="width:100%"> <tr> <td style="width:15%"><b>Customer</b></td> <td style="width:20%">31483</td> <td style="width:65%">COKINOS</td> </tr> </table>						<b>Customer</b>	31483	COKINOS
<b>Customer</b>	31483	COKINOS						

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 32898**

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A  
**OPERATOR NO:**  
**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 08/19/2019  
**INITIAL SERVICE DATE:** 07/11/2019                      **TERM OF CONTRACT DATE:**  
**INACTIVE DATE:**                      **AMENDMENT DATE:**  
**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** Y                      **RRC DOCKET NO:**  
**CITY ORDINANCE NO:**  
**AMENDMENT(EXPLAIN):** None  
**OTHER(EXPLAIN):** None

**PREPARER - PERSON FILING**

**RRC NO:** 899                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**  
**FIRST NAME:** Alice                      **MIDDLE:** S.                      **LAST NAME:** Hart  
**TITLE:** Suprv. Reg. Support Services  
**ADDRESS LINE 1:** P.O. Box 2628  
**ADDRESS LINE 2:**  
**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628  
**AREA CODE:** 713                      **PHONE NO:** 207-5322                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
24865	CES	N	



## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32898
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-13	PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill \$1.09, based on \$1.00 per service line. Collected from April 1, 2019 to April 30, 2019.
T-90 C	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE TEXAS COAST DIVISION RATE SCHEDULE NO. T-90 C</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where</p> <p>(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;</p> <p>(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;</p> <p>(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby,</p> <p>(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and</p> <p>(e) Company does not take title to or own the gas so transported. DEFINITIONS For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$342.58;</p> <p>(ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein;</p> <p>(iii) Distribution Charge First 750 MMBtu @ \$0.7500/MMBtu Next 750 MMBtu @ \$0.6000/MMBtu Over 1,500 MMBtu @ \$0.4500/MMBtu</p> <p>iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,167.58;</p> <p>(ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein;</p> <p>(iii) Distribution Charge @ \$0.3500/MMBtu</p> <p>(iv) Payments to Government Authorities, as defined herein.</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,167.58;</p> <p>(ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein;</p> <p>(iii) Distribution Charge @ \$0.1125/MMBtu</p> <p>(iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32898
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 32898**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-90 C                      Replaces Rate Schedule T-90                      Effective 07-11-19</p> <p>Tnspt Terms T-90A                      CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 &amp; T-92 1.</p> <p>APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S 2. DEFINITIONS</p> <p>2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p>2.4 The term Btu shall mean British Thermal Unit.</p> <p>2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32898
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.
	2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.
	2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.
	The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.
	2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
	2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.
	2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.
	2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.
	2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.
	2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.
	2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.
	2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.
	2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.
	2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.
	2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.
	<b>3. APPLICATION FOR SERVICE</b>
	3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.
	3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32898
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:</p> <p>(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;</p> <p>(b) a standby irrevocable letter of credit acceptable to Company; or</p> <p>(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p>4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32898
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
	4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
	4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.
	4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:
	4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;
	4.4.2 Gas Quantities:
	4.4.2.1 The MDQ;
	4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule
	4.4.3 The Receipt Point(s) and Delivery Point(s);
	4.4.4 Term of Service
	4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;
	4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.
	4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;
	4.4.6 Upstream Pipeline Contact Information for Confirmations
	4.4.7 Indexes:
	4.4.7.1 Applicable Monthly Index;
	4.4.7.2 Applicable Index Adder; and
	4.4.7.3 Applicable Daily Index
	4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.
	4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.
	4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.
	4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.
	4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.
	5. SCHEDULING AND NOMINATIONS

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32898
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:</p> <p>(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;</p> <p>(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or</p> <p>(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.</p> <p>5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.</p> <p>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</p> <p>6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> <p>7. RECEIPT OF GAS FOR TRANSPORT</p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>8. WARRANTY OF TITLE</p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p>9. UNACCEPTABLE QUANTITIES</p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p>10. GAS TRANSPORTED BY COMPANY</p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas</p>

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**CURRENT RATE COMPONENT**

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Tnspt Terms T-90B	<p>tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>First Revised Terms &amp; Conditions Replaces Original T-90, T-91 &amp; T-92 Effective 07-11-2019 Terms &amp; Conditions</p> <p>Continuation from Tnspt Terms T-92 A. CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p><b>12. BALANCING</b></p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to:</p> <ul style="list-style-type: none"> <li>(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and</li> <li>(ii) when imbalances occur, to correct any such imbalances as soon as practical.</li> </ul> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including,</p>



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but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or  
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or  
(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ

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plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

## 12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

## 13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section

13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

## 14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's

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obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

**15. EVENT OF DEFAULT AND EARLY TERMINATION**

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

**16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE 16.1 Limitations of Liability**

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S

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	<p>LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>First Revised Terms &amp; Conditions Replaces Original T-90, T-91 &amp; T-92 Effective 07-11-2019 Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

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**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
55673	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> BAYTOWN, ENVIRONS					
Customer 24865 CES					
55675	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> RICHMOND, INC.					
Customer 24865 CES					
58916	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> ROSHARON, ENVIRONS					
Customer 24865 CES					
58925	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> CROSBY, INC.					
Customer 24865 CES					
66265	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> BAYTOWN, INC.					
Customer 24865 CES					
68837	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> ANGLETON, INC.					
Customer 24865 CES					
73140	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> KATY, INC.					
Customer 24865 CES					
77972	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> FREEPORT, INC.					
Customer 24865 CES					
77977	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> KATY, ENVIRONS					
Customer 24865 CES					
78666	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> BROOKSHIRE, INC.					
Customer 24865 CES					

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 32898**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>						
194	D	MMBtu	\$.0000	07/11/2019	N						
<b>DESCRIPTION:</b> LA PORTE, INC.											
<table border="1"> <tr> <td><b>Customer</b></td> <td>24865</td> <td>CES</td> <td colspan="3"></td> </tr> </table>						<b>Customer</b>	24865	CES			
<b>Customer</b>	24865	CES									
352	D	MMBtu	\$.0000	07/11/2019	N						
<b>DESCRIPTION:</b> TEXAS CITY, INC.											
<table border="1"> <tr> <td><b>Customer</b></td> <td>24865</td> <td>CES</td> <td colspan="3"></td> </tr> </table>						<b>Customer</b>	24865	CES			
<b>Customer</b>	24865	CES									

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263                      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 32943

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/06/2023

**INITIAL SERVICE DATE:** 07/11/2019                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-90-C-22 to T-90-C-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
40254	IPSCO	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32943
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-90-C-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE TEXAS COAST DIVISION RATE SCHEDULE NO. T-90 C-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$573.10; (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.7500/MMBtu Next 750 MMBtu @ \$0.6000/MMBtu Over 1,500 MMBtu @ \$0.4500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,398.10; (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.3500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,398.10; (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1125/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu and equal to the higher of:</p>



## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32943
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not have gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 32943**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-90 C-23                      Replaces Rate Schedule T-90 C-22                      Effective 06-15-23</p> <p>Tnspt Terms T-90A                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32943
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).
	2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.
	2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.
	2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.
	2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.
	2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.
	2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
	2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.
	2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.
	2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.
	2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.
	2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.
	2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.
	2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.
	2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.
	2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.
	2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.
	<b>3. APPLICATION FOR SERVICE</b>
	3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.
	3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.
	3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.
	3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.
	3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32943
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> <p>4.4.2.1 The MDQ;</p> <p>4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule</p> <p>4.4.3 The Receipt Point(s) and Delivery Point(s);</p> <p>4.4.4 Term of Service</p> <p>4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32943
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

**5. SCHEDULING AND NOMINATIONS**

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

**6. APPLICATION OF GENERAL TERMS AND CONDITIONS**

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

**7. RECEIPT OF GAS FOR TRANSPORT**

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's

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	<p>system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>8. WARRANTY OF TITLE</p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p>9. UNACCEPTABLE QUANTITIES</p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p>10. GAS TRANSPORTED BY COMPANY</p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p>11. FACILITIES</p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any</p>

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specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.

## 12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

## 12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

## 12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available

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	to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.
	12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.
	12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.
	12.7 Monthly Imbalances
	12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.
	Overage Underage
	Imbalance Level The Company Pays Shipper the Shipper Pays the Following Percentage of the Company the Following Cash-Out Price Percentage of the Cash-Out Price
	From 0% to 5% 100% 100%
	From 5% to 10% 80% 120%
	From 10% to 15% 70% 130%
	From 15% to 20% 60% 140%
	Greater than 20% 50% 150%
	12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.
	12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.
	12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.
	13. BILLING AND PAYMENT
	13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.
	13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.
	13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.
	13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.
	13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.



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**CURRENT RATE COMPONENT**

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	<p>14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.</p>
	<p>15. EVENT OF DEFAULT AND EARLY TERMINATION</p> <p>15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:</p> <p>15.1.1 Make an assignment or any general arrangement for the benefit of creditors;</p> <p>15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;</p> <p>15.1.3 otherwise become bankrupt or insolvent (however evidenced);</p> <p>15.1.4 be unable to pay its debts as they fall due;</p> <p>15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;</p> <p>15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;</p> <p>15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;</p> <p>15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or</p> <p>15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;</p> <p>then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</p> <p>15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.</p> <p>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.</p> <p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p>
	<p>16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE</p> <p>16.1 Limitations of Liability</p> <p>16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE</p>

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**CURRENT RATE COMPONENT**

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	<p>OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p>
	<p>Fifth Revised Terms &amp; Conditions    Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023    Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 32943**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
55673	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> BAYTOWN, ENVIRONS					
<b>Customer</b>	40254	IPSCO			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 32944**

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/06/2023

**INITIAL SERVICE DATE:** 07/11/2019                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-92-E-22 to T-92-E-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
40998	SYMMETRY ENERGY SERVICES	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32944
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-92-E-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE BEAUMONT/EAST TEXAS DIVISION RATE SCHEDULE NO. T-92 E-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas, South Texas, Houston or Texas Coast Divisions, as defined in the contract contemplated hereby, to a campus or campuses of a public school district that is eligible to purchase State Royalty Gas; (d) where the actual aggregated annual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 50 MMBtu per day; and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$2,571.40; (ii) Administrative Charge @ \$15.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.2500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu and equal to the higher of:</p> <p>(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;</p> <p>a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;</p> <p>b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;</p> <p>CONTRACT DEMAND (cont'd)</p> <p>c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;</p> <p>d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32944
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 50 MMBtu.

**ANNUAL RATE ADJUSTMENT**

The Customer Charge in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

**NATURAL GAS ACT**

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.

**WRITTEN SERVICE AGREEMENT**

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

**CURTAILMENT**

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 32944**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
Tnspt Terms T-92A	<p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-92 E-23                      Replaces Rate Schedule T-92 E-22                      Effective 06-15-23</p> <p>CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23 Rate Schedule T-91 E-23 and T-91 S-23 Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32944
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

primarily of methane.

2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.

2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.

2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

**3. APPLICATION FOR SERVICE**

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32944
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors? committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court?s jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper?s ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company?s credit criteria.</p> <p>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent?s principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> <p>4.4.2.1 The MDQ;</p> <p>4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule</p> <p>4.4.3 The Receipt Point(s) and Delivery Point(s);</p> <p>4.4.4 Term of Service</p> <p>4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;</p> <p>4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.</p> <p>4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;</p> <p>4.4.6 Upstream Pipeline Contact Information for Confirmations</p> <p>4.4.7 Indexes:</p> <p>4.4.7.1 Applicable Monthly Index;</p> <p>4.4.7.2 Applicable Index Adder; and</p> <p>4.4.7.3 Applicable Daily Index</p> <p>4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32944
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

**5. SCHEDULING AND NOMINATIONS**

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

**6. APPLICATION OF GENERAL TERMS AND CONDITIONS**

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

**7. RECEIPT OF GAS FOR TRANSPORT**

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

**8. WARRANTY OF TITLE**

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

**9. UNACCEPTABLE QUANTITIES**

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company?s facilities.</p> <p>10. GAS TRANSPORTED BY COMPANY</p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-92B                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>11. FACILITIES</p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper?s designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper?s designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper?s designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper?s designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper?s designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company?s upstream gas supply, transportation,</p>

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**CURRENT RATE COMPONENT**

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	<p>storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes</p>

GAS SERVICES DIVISION

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <p>Overage Underage</p> <p>Imbalance Level    The Company Pays Shipper the    Shipper Pays the                      Following Percentage of the    Company the Following Cash-Out Price    Percentage of the Cash-                      Out Price                      From 0% to 5%    100%    100%</p> <p>From 5% to 10%    80%    120%                      From 10% to 15%    70%    130%                      From 15% to 20%    60%    140%                      Greater than 20%    50%    150%</p> <p>12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.</p> <p>12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.</p> <p><b>13. BILLING AND PAYMENT</b></p> <p>13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.</p> <p><b>14. ASSURANCE OF PERFORMANCE</b>                      If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.</p> <p><b>15. EVENT OF DEFAULT AND EARLY TERMINATION</b></p> <p>15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:</p> <p>15.1.1 Make an assignment or any general arrangement for the benefit of creditors;</p> <p>15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any</p>

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**CURRENT RATE COMPONENT**

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	<p>bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;</p> <p>15.1.3 otherwise become bankrupt or insolvent (however evidenced);</p> <p>15.1.4 be unable to pay its debts as they fall due;</p> <p>15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;</p> <p>15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;</p> <p>15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;</p> <p>15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or</p> <p>15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;</p> <p>then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</p> <p>15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.</p> <p>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.</p> <p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE</p> <p>16.1 Limitations of Liability</p> <p>16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE</p>

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Fifth Revised Terms &amp; Conditions    Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023    Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 32944**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
110295	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> REDLAND ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
43009	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> LUFKIN, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
43030	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> TYLER, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
359	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> TYLER, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 32945**

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 09/09/2019

**INITIAL SERVICE DATE:** 07/11/2019                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:**

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** Y                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** None

**PREPARER - PERSON FILING**

**RRC NO:** 899                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Alice                      **MIDDLE:** S.                      **LAST NAME:** Hart

**TITLE:** Suprv. Reg. Support Services

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-5322                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
24864	TGLO	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32945
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-13	PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill \$1.09, based on \$1.00 per service line. Collected from April 1, 2019 to April 30, 2019.
T-91 S	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE SOUTH TEXAS DIVISION RATE SCHEDULE NO. T-91 S</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where</p> <p>(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;            (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;            (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby,            (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and            (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$327.20;            (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein;            (iii) Distribution Charge First 750 MMBtu @ \$0.6000/MMBtu Next 750 MMBtu @ \$0.4000/MMBtu Over 1,500 MMBtu @ \$0.2000/MMBtu            (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,152.20;            (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein;            (iii) Distribution Charge @ \$0.1500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>NET MONTHLY RATE (cont`d)</p> <p>(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,152.20;            (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein;            (iii) Distribution Charge @ \$0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32945
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

**NATURAL GAS ACT**

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 32945**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C.Section717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-91 S                      Replaces Rate Schedule T-91                      Effective 07-11-19</p> <p>Tnspt Terms T-91A                      CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C or Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S</p> <p>2. DEFINITIONS</p> <p>2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p>2.4 The term Btu shall mean British Thermal Unit.</p> <p>2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term Delivery Point shall mean</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32945
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;</p> <p>(b) where Company has adequate capacity;</p> <p>(c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p>
	<p>2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p>
	<p>2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A</p>
	<p>(a) will contain specified information as described in Section 4 herein;</p> <p>b) will require signed acknowledgement of the Shipper and the End-use Customer; and</p> <p>(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p>
	<p>? 2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p>
	<p>2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p>
	<p>2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p>
	<p>2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.</p>
	<p>2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</p>
	<p>2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.</p>
	<p>2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p>
	<p>2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p>
	<p>2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper. 2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.</p>
	<p>2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p>
	<p>3. APPLICATION FOR SERVICE</p>
	<p>3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</p>
	<p>3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32945
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section</p> <p>3.6: 3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:</p> <p>(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;</p> <p>(b) a standby irrevocable letter of credit acceptable to Company; or</p> <p>(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p>4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32945
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	4.3 All approved Shippers must submit an Exhibit A for any of the following:
	4.3.1 A request to initiate transportation service at a specified Delivery Point;
	4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
	4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
	4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.
	4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:
	4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives; 4.4.2 Gas Quantities:
	4.4.2.1 The MDQ;
	4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule
	4.4.3 The Receipt Point(s) and Delivery Point(s);
	4.4.4 Term of Service
	4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;
	4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.
	4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;
	4.4.6 Upstream Pipeline Contact Information for Confirmations
	4.4.7 Indexes:
	4.4.7.1 Applicable Monthly Index;
	4.4.7.2 Applicable Index Adder; and
	4.4.7.3 Applicable Daily Index
	4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.
	4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.
	4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.
	4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.
	4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A

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offered by Company to an approved Shipper.

**5. SCHEDULING AND NOMINATIONS**

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;

(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline.

For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

**6. APPLICATION OF GENERAL TERMS AND CONDITIONS**

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

**7. RECEIPT OF GAS FOR TRANSPORT**

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

**8. WARRANTY OF TITLE**

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

**9. UNACCEPTABLE QUANTITIES**

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

**10. GAS TRANSPORTED BY COMPANY**

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point



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Tnspt Terms T-91B	<p>may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>First Revised Terms &amp; Conditions Replaces Original T-90, T-91 &amp; T-92 Effective 07-11-2019 Terms &amp; Conditions Continuation from Tnspt Terms T-92 A. CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>11. FACILITIES</p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p>

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12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply. 12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or

(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

## 12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation,

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storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

## 12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150% 1

2.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

## 13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. SSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

## 15. EVENT OF DEFAULT AND EARLY TERMINATION

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	<p>15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors;</p> <p>15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;</p> <p>15.1.3 otherwise become bankrupt or insolvent (however evidenced);</p> <p>15.1.4 be unable to pay its debts as they fall due;</p> <p>15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;</p> <p>15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;</p> <p>15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;</p> <p>15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or</p> <p>15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</p> <p>15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.</p> <p>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.</p> <p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p>
	<p>16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE</p> <p>16.1 Limitations of Liability</p> <p>16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR</p>

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>First Revised Terms &amp; Conditions Replaces Original T-90, T-91 &amp; T-92 Effective 07-11-2019 Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 32945**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>						
43033	D	MMBtu	\$.0000	07/11/2019	N						
<b>DESCRIPTION:</b> VICTORIA, INC.											
<table border="1" style="width:100%"> <tr> <td><b>Customer</b></td> <td>24864</td> <td>TGLO</td> <td colspan="3"></td> </tr> </table>						<b>Customer</b>	24864	TGLO			
<b>Customer</b>	24864	TGLO									
78742	D	MMBtu	\$.0000	07/11/2019	N						
<b>DESCRIPTION:</b> FLORESVILLE, INC.											
<table border="1" style="width:100%"> <tr> <td><b>Customer</b></td> <td>24864</td> <td>TGLO</td> <td colspan="3"></td> </tr> </table>						<b>Customer</b>	24864	TGLO			
<b>Customer</b>	24864	TGLO									

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263                      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 32947

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/07/2023

**INITIAL SERVICE DATE:** 07/11/2019                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Eff. 6/15/2023 Revised T-91-S-22 to T-91-S-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
29391	CONSTELLATION	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32947
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-91-S-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE SOUTH TEXAS DIVISION RATE SCHEDULE NO. T-91 S-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$470.68; (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.6000/MMBtu Next 750 MMBtu @ \$0.4000/MMBtu Over 1,500 MMBtu @ \$0.2000/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,295.68; (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>?</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,295.68; (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu</p>



## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32947
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

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**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 32947**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-91 S-23                      Replaces Rate Schedule T-91 S-22                      Effective 06-15-23</p> <p>Tnspt Terms T-91A      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32947
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.</p> <p>2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</p> <p>2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.</p> <p>2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</p> <p>2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.</p> <p>2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p>
	<p><b>3. APPLICATION FOR SERVICE</b></p> <p>3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32947
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> <p>4.4.2.1 The MDQ;</p> <p>4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule</p>

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4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

#### 5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

#### 6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

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	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p><b>9. UNACCEPTABLE QUANTITIES</b></p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p><b>10. GAS TRANSPORTED BY COMPANY</b></p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-91B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with</p>

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	<p>documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical</p>

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	<p>Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <p>Overage Underage</p> <p>Imbalance Level The Company Pays Shipper the Shipper Pays the            Following Percentage of the Company the Following Cash-Out Price Percentage of the Cash-Out Price</p> <table border="0"> <tr> <td>From 0% to 5%</td> <td>100%</td> <td>100%</td> </tr> <tr> <td>From 5% to 10%</td> <td>80%</td> <td>120%</td> </tr> <tr> <td>From 10% to 15%</td> <td>70%</td> <td>130%</td> </tr> <tr> <td>From 15% to 20%</td> <td>60%</td> <td>140%</td> </tr> <tr> <td>Greater than 20%</td> <td>50%</td> <td>150%</td> </tr> </table> <p>12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.</p> <p>12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two</p>	From 0% to 5%	100%	100%	From 5% to 10%	80%	120%	From 10% to 15%	70%	130%	From 15% to 20%	60%	140%	Greater than 20%	50%	150%
From 0% to 5%	100%	100%														
From 5% to 10%	80%	120%														
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	(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.
	14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.
	15. EVENT OF DEFAULT AND EARLY TERMINATION
	15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:
	15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
	15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
	15.1.3 otherwise become bankrupt or insolvent (however evidenced);
	15.1.4 be unable to pay its debts as they fall due;
	15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
	15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;
	15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;
	15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or
	15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;
	then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.
	15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
	15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.
	15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.
	16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE
	16.1 Limitations of Liability
	16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32947
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.

16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

## 16.2 Force Majeure

16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

Fifth Revised Terms & Conditions Replaces Fourth Revised T-90, T-91 & T-92 Effective 06-15-2023 Terms & Conditions

**RATE ADJUSTMENT PROVISIONS:**

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 32947**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
43018	D	MMBtu	\$.0000	06/01/2004	N
<b>DESCRIPTION:</b> SAN MARCOS, ENVIRONS					
Customer 29391                      CONSTELLATION					
43019	D	MMBtu	\$.0000	06/01/2020	N
<b>DESCRIPTION:</b> SAN MARCOS, INC.					
Customer 29391                      CONSTELLATION					
43033	D	MMBtu	\$.0000	06/01/2008	N
<b>DESCRIPTION:</b> VICTORIA, INC.					
Customer 29391                      CONSTELLATION					
55674	D	MMBtu	\$.0000	04/01/2005	N
<b>DESCRIPTION:</b> EL CAMPO, INC.					
Customer 29391                      CONSTELLATION					
77070	D	MMBtu	\$.0000	01/01/2010	N
<b>DESCRIPTION:</b> JOURDANTON, INC.					
Customer 29391                      CONSTELLATION					
335	D	MMBtu	\$.0000	10/01/2004	N
<b>DESCRIPTION:</b> SMITHVILLE, INC.					
Customer 29391                      CONSTELLATION					
43001	D	MMBtu	\$.0000	06/01/2020	N
<b>DESCRIPTION:</b> KENEDY, INC.					
Customer 29391                      CONSTELLATION					

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 32948**

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/06/2023

**INITIAL SERVICE DATE:** 07/11/2019                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-91-E-22 to T-91-E-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
31483	COKINOS	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32948
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-91-E-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE BEAUMONT/EAST TEXAS DIVISION RATE SCHEDULE NO. T-91 E-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$371.40; (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.6000/MMBtu Next 750 MMBtu @ \$0.4000/MMBtu Over 1,500 MMBtu @ \$0.2000/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,196.40; (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>?</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,196.40; (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32948
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

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**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 32948**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-91 E-23                      Replaces Rate Schedule T-91 E-22                      Effective 06-15-23</p> <p>Tnspt Terms T-91A                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.</p> <p>2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</p> <p>2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.</p> <p>2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</p> <p>2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.</p> <p>2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p>
	<p><b>3. APPLICATION FOR SERVICE</b></p> <p>3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural</p>



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	<p>gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> <p>4.4.2.1 The MDQ;</p> <p>4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule</p>

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4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

#### 5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

#### 6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

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	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p><b>9. UNACCEPTABLE QUANTITIES</b></p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p><b>10. GAS TRANSPORTED BY COMPANY</b></p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-91B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with</p>

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	documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.
	11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.
	12. BALANCING
	12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.
	12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.
	12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.
	12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.
	12.5 Daily Imbalances During Critical Period Events
	12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.
	12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.
	12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.
	12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.
	12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.
	12.6 Multi-day Imbalances
	12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical

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	<p>Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <p>Overage Underage</p> <p>Imbalance Level The Company Pays Shipper the Shipper Pays the Following Percentage of the Company the Following Cash-Out Price Percentage of the Cash-Out Price</p> <table border="0"> <tr> <td>From 0% to 5%</td> <td>100%</td> <td>100%</td> </tr> <tr> <td>From 5% to 10%</td> <td>80%</td> <td>120%</td> </tr> <tr> <td>From 10% to 15%</td> <td>70%</td> <td>130%</td> </tr> <tr> <td>From 15% to 20%</td> <td>60%</td> <td>140%</td> </tr> <tr> <td>Greater than 20%</td> <td>50%</td> <td>150%</td> </tr> </table> <p>12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.</p> <p>12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two</p>	From 0% to 5%	100%	100%	From 5% to 10%	80%	120%	From 10% to 15%	70%	130%	From 15% to 20%	60%	140%	Greater than 20%	50%	150%
From 0% to 5%	100%	100%														
From 5% to 10%	80%	120%														
From 10% to 15%	70%	130%														
From 15% to 20%	60%	140%														
Greater than 20%	50%	150%														

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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32948
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.
	14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.
	15. EVENT OF DEFAULT AND EARLY TERMINATION
	15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:
	15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
	15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
	15.1.3 otherwise become bankrupt or insolvent (however evidenced);
	15.1.4 be unable to pay its debts as they fall due;
	15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
	15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;
	15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;
	15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or
	15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;
	then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.
	15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
	15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.
	15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.
	16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE
	16.1 Limitations of Liability
	16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 32948**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Fifth Revised Terms &amp; Conditions    Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023    Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 32948**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
77964	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> ELKHART, INC.					
Customer 31483                      COKINOS					
43011	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> MARSHALL, INC.					
Customer 31483                      COKINOS					
43026	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> SILSBEE, ENVIRONS					
Customer 31483                      COKINOS					

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263                      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 32950

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/06/2023

**INITIAL SERVICE DATE:** 07/11/2019                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-91-E-22 to T-91-E-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
40998	SYMMETRY ENERGY SERVICES	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32950
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-91-E-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE BEAUMONT/EAST TEXAS DIVISION RATE SCHEDULE NO. T-91 E-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$371.40; (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.6000/MMBtu Next 750 MMBtu @ \$0.4000/MMBtu Over 1,500 MMBtu @ \$0.2000/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,196.40; (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>?</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,196.40; (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32950
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	and equal to the higher of:
	(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;
	a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;
	b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;
	c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;
	d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;
	(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.
	(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.
	?
	<b>ANNUAL RATE ADJUSTMENT</b>
	The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.
	<b>EQUIVALENT QUANTITY OF NATURAL GAS</b>
	The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.
	<b>PAYMENTS TO GOVERNMENTAL AUTHORITIES</b>
	In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.
	<b>OTHER CHARGES</b>
	Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.
	<b>BILLING AND PAYMENT</b>
	Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 32950**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-91 E-23                      Replaces Rate Schedule T-91 E-22                      Effective 06-15-23</p> <p>Tnspt Terms T-91A                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.</p> <p>2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</p> <p>2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.</p> <p>2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</p> <p>2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.</p> <p>2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p>
	<p><b>3. APPLICATION FOR SERVICE</b></p> <p>3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural</p>

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	<p>gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> <p>4.4.2.1 The MDQ;</p> <p>4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule</p>

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4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

#### 5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

#### 6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

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	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p><b>9. UNACCEPTABLE QUANTITIES</b></p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p><b>10. GAS TRANSPORTED BY COMPANY</b></p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-91B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with</p>



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	<p>documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical</p>

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	<p>Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <p>Overage Underage</p> <p>Imbalance Level The Company Pays Shipper the Shipper Pays the Following Percentage of the Company the Following Cash-Out Price Percentage of the Cash-Out Price</p> <table border="0"> <tr> <td>From 0% to 5%</td> <td>100%</td> <td>100%</td> </tr> <tr> <td>From 5% to 10%</td> <td>80%</td> <td>120%</td> </tr> <tr> <td>From 10% to 15%</td> <td>70%</td> <td>130%</td> </tr> <tr> <td>From 15% to 20%</td> <td>60%</td> <td>140%</td> </tr> <tr> <td>Greater than 20%</td> <td>50%</td> <td>150%</td> </tr> </table> <p>12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.</p> <p>12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two</p>	From 0% to 5%	100%	100%	From 5% to 10%	80%	120%	From 10% to 15%	70%	130%	From 15% to 20%	60%	140%	Greater than 20%	50%	150%
From 0% to 5%	100%	100%														
From 5% to 10%	80%	120%														
From 10% to 15%	70%	130%														
From 15% to 20%	60%	140%														
Greater than 20%	50%	150%														

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32950
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.
	14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.
	15. EVENT OF DEFAULT AND EARLY TERMINATION
	15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:
	15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
	15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
	15.1.3 otherwise become bankrupt or insolvent (however evidenced);
	15.1.4 be unable to pay its debts as they fall due;
	15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
	15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;
	15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;
	15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or
	15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;
	then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.
	15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
	15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.
	15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.
	16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE
	16.1 Limitations of Liability
	16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 32950**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Fifth Revised Terms &amp; Conditions    Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023    Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 32950**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
155	D	MMBtu	\$.0000	12/01/2008	N
<b>DESCRIPTION:</b> HUNTSVILLE, INC.					
Customer    40998                      SYMMETRY ENERGY SERVICES					
23	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> BEAUMONT, INC.					
Customer    40998                      SYMMETRY ENERGY SERVICES					
110296	D	MMBtu	\$.0000	08/01/2022	N
<b>DESCRIPTION:</b> LINDEN ENVIRONS					
Customer    40998                      SYMMETRY ENERGY SERVICES					
234	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> NACOGDOCHES, INC.					
Customer    40998                      SYMMETRY ENERGY SERVICES					
34649	D	MMBtu	\$.0000	10/01/2004	N
<b>DESCRIPTION:</b> MT. PLEASANT					
Customer    40998                      SYMMETRY ENERGY SERVICES					
359	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> TYLER, INC.					
Customer    40998                      SYMMETRY ENERGY SERVICES					
42981	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> CLEVELAND, INC.					
Customer    40998                      SYMMETRY ENERGY SERVICES					
42990	D	MMBtu	\$.0000	06/01/2004	N
<b>DESCRIPTION:</b> HENDERSON, ENVIRONS					
Customer    40998                      SYMMETRY ENERGY SERVICES					
42991	D	MMBtu	\$.0000	06/01/2004	N
<b>DESCRIPTION:</b> HENDERSON, INC.					
Customer    40998                      SYMMETRY ENERGY SERVICES					
42997	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> JACKSONVILLE, INC.					
Customer    40998                      SYMMETRY ENERGY SERVICES					

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 32950**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
42999	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> JASPER, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
43004	D	MMBtu	\$ .0000	06/01/2004	N
<b>DESCRIPTION:</b> LATEXO, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
43005	D	MMBtu	\$ .0000	08/01/2022	N
<b>DESCRIPTION:</b> LATEXO, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
43007	D	MMBtu	\$ .0000	11/01/2019	N
<b>DESCRIPTION:</b> LONGVIEW, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
43009	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> LUFKIN, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
43011	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> MARSHALL, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
43026	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> SILSBEE, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
43030	D	MMBtu	\$ .0000	06/01/2004	N
<b>DESCRIPTION:</b> TYLER, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
58920	D	MMBtu	\$ .0000	12/01/2022	N
<b>DESCRIPTION:</b> GILMER, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
58927	D	MMBtu	\$ .0000	11/01/2020	N
<b>DESCRIPTION:</b> GRAPELAND, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 32950**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
58938	D	MMBtu	\$.0000	03/01/2008	N
<b>DESCRIPTION:</b> MT. PLEASANT, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
71798	D	MMBtu	\$.0000	06/01/2009	N
<b>DESCRIPTION:</b> KILGORE, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
77066	D	MMBtu	\$.0000	10/01/2021	N
<b>DESCRIPTION:</b> CROCKETT, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
77125	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> VIDOR, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
77968	D	MMBtu	\$.0000	10/01/2004	N
<b>DESCRIPTION:</b> GILMER, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
86489	D	MMBtu	\$.0000	08/01/2019	N
<b>DESCRIPTION:</b> TALCO, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263                      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 32952

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/06/2023

**INITIAL SERVICE DATE:** 07/11/2019                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Eff. 6/15/2023 Revised T-91-E-22 to T-91-E-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
29391	CONSTELLATION	N	



## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32952
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

PSIF-17 IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.

T-91-E-23 CENTERPOINT ENERGY ENTEX  
TRANSPORTATION SERVICE  
BEAUMONT/EAST TEXAS DIVISION  
RATE SCHEDULE NO. T-91 E-23

**AVAILABILITY**

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

**APPLICATION**

This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.

**DEFINITIONS**

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.

**NET MONTHLY RATE**

(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$371.40;
- (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge
  - First 750 MMBtu @ \$0.6000/MMBtu
  - Next 750 MMBtu @ \$0.4000/MMBtu
  - Over 1,500 MMBtu @ \$0.2000/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,196.40;
- (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

?

**NET MONTHLY RATE (cont'd)**

(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,196.40;
- (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1000/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

**CONTRACT DEMAND**

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32952
------------------------	-----------------------------

**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

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**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be

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	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-91 E-23                      Replaces Rate Schedule T-91 E-22                      Effective 06-15-23</p> <p>Tnspt Terms T-91A                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p>

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	<p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.</p> <p>2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</p> <p>2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.</p> <p>2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</p> <p>2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.</p> <p>2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p>
	<p><b>3. APPLICATION FOR SERVICE</b></p> <p>3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural</p>

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	<p>gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> <p>4.4.2.1 The MDQ;</p> <p>4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule</p>

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4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

#### 5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

#### 6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

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	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p><b>9. UNACCEPTABLE QUANTITIES</b></p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p><b>10. GAS TRANSPORTED BY COMPANY</b></p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-91B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with</p>

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<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical</p>



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32952
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>															
	<p>Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <p>Overage Underage</p> <p>Imbalance Level The Company Pays Shipper the Shipper Pays the            Following Percentage of the Company the Following Cash-Out Price Percentage of the Cash-Out Price</p> <table border="0"> <tr> <td>From 0% to 5%</td> <td>100%</td> <td>100%</td> </tr> <tr> <td>From 5% to 10%</td> <td>80%</td> <td>120%</td> </tr> <tr> <td>From 10% to 15%</td> <td>70%</td> <td>130%</td> </tr> <tr> <td>From 15% to 20%</td> <td>60%</td> <td>140%</td> </tr> <tr> <td>Greater than 20%</td> <td>50%</td> <td>150%</td> </tr> </table> <p>12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.</p> <p>12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two</p>	From 0% to 5%	100%	100%	From 5% to 10%	80%	120%	From 10% to 15%	70%	130%	From 15% to 20%	60%	140%	Greater than 20%	50%	150%
From 0% to 5%	100%	100%														
From 5% to 10%	80%	120%														
From 10% to 15%	70%	130%														
From 15% to 20%	60%	140%														
Greater than 20%	50%	150%														

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32952
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.
	14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.
	15. EVENT OF DEFAULT AND EARLY TERMINATION
	15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:
	15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
	15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
	15.1.3 otherwise become bankrupt or insolvent (however evidenced);
	15.1.4 be unable to pay its debts as they fall due;
	15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
	15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;
	15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;
	15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or
	15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;
	then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.
	15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
	15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.
	15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.
	16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE
	16.1 Limitations of Liability
	16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32952
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p style="text-align: center;">Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263**                      **COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT**                      **RRC TARIFF NO: 32952**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
43009	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> LUFKIN, INC.					
Customer 29391                      CONSTELLATION					
43015	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> ORANGE, INC.					
Customer 29391                      CONSTELLATION					
58938	D	MMBtu	\$ .0000	07/01/2022	N
<b>DESCRIPTION:</b> MT. PLEASANT, INC.					
Customer 29391                      CONSTELLATION					
23	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> BEAUMONT, INC.					
Customer 29391                      CONSTELLATION					
42978	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> CHEEK, ENVIRONS					
Customer 29391                      CONSTELLATION					

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 32954**

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/06/2023

**INITIAL SERVICE DATE:** 07/11/2019                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-91-E-22 to T-91-E-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
31483	COKINOS	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32954
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-91-E-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE BEAUMONT/EAST TEXAS DIVISION RATE SCHEDULE NO. T-91 E-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$371.40; (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.6000/MMBtu Next 750 MMBtu @ \$0.4000/MMBtu Over 1,500 MMBtu @ \$0.2000/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,196.40; (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>?</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,196.40; (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not have gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

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**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be

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	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-91 E-23                      Replaces Rate Schedule T-91 E-22                      Effective 06-15-23</p> <p>Tnspt Terms T-91A                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p>



## GAS SERVICES DIVISION

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- 2.4 The term "Btu" shall mean British Thermal Unit.
- 2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.
- 2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).
- 2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.
- 2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.
- 2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.
- 2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.
- 2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.
- 2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
- 2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.
- 2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.
- 2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.
- 2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.
- 2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.
- 2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.
- 2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.
- 2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.
- 2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.
- 2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

**3. APPLICATION FOR SERVICE**

- 3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.
- 3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.
- 3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.
- 3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.
- 3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural

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	<p>gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> <p>4.4.2.1 The MDQ;</p> <p>4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule</p>

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4.4.3	The Receipt Point(s) and Delivery Point(s);
4.4.4	Term of Service
4.4.4.1	Shipper or potential Shipper must request an initial minimum term of one year to initiate service;
4.4.4.2	Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.
4.4.5	Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;
4.4.6	Upstream Pipeline Contact Information for Confirmations
4.4.7	Indexes:
4.4.7.1	Applicable Monthly Index;
4.4.7.2	Applicable Index Adder; and
4.4.7.3	Applicable Daily Index
4.4.8	Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.
4.5	Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.
4.6	The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.
4.7	Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.
4.8	Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.
5.	<b>SCHEDULING AND NOMINATIONS</b>
5.1	Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.
5.2	Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.
6.	<b>APPLICATION OF GENERAL TERMS AND CONDITIONS</b>
6.1	Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.
6.2	The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.
6.3	These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

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	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p><b>9. UNACCEPTABLE QUANTITIES</b></p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p><b>10. GAS TRANSPORTED BY COMPANY</b></p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-91B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with</p>

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	<p>documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical</p>

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	<p>Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <p>Overage Underage</p> <p>Imbalance Level    The Company Pays Shipper the    Shipper Pays the Following Percentage of the    Company the Following Cash-Out Price    Percentage of the Cash-Out Price</p> <p>From 0% to 5%    100%    100%</p> <p>From 5% to 10%    80%    120%</p> <p>From 10% to 15%    70%    130%</p> <p>From 15% to 20%    60%    140%</p> <p>Greater than 20%    50%    150%</p> <p>12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.</p> <p>12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two</p>

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	(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.
	14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.
	15. EVENT OF DEFAULT AND EARLY TERMINATION
	15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:
	15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
	15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
	15.1.3 otherwise become bankrupt or insolvent (however evidenced);
	15.1.4 be unable to pay its debts as they fall due;
	15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
	15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;
	15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;
	15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or
	15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;
	then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.
	15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
	15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.
	15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.
	16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE
	16.1 Limitations of Liability
	16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the

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	<p>basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Fifth Revised Terms &amp; Conditions    Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023    Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None



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**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
252	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> ORANGE, ENVIRONS					
Customer 31483 COKINOS					
42997	D	MMBtu	\$ .0000	01/01/2023	N
<b>DESCRIPTION:</b> JACKSONVILLE, INC.					
Customer 31483 COKINOS					
42999	D	MMBtu	\$ .0000	08/01/2022	N
<b>DESCRIPTION:</b> JASPER, INC.					
Customer 31483 COKINOS					
23	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> BEAUMONT, INC.					
Customer 31483 COKINOS					
234	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> NACOGDOCHES, INC.					
Customer 31483 COKINOS					
43007	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> LONGVIEW, INC.					
Customer 31483 COKINOS					
43009	D	MMBtu	\$ .0000	02/01/2022	N
<b>DESCRIPTION:</b> LUFKIN, INC.					
Customer 31483 COKINOS					
77076	D	MMBtu	\$ .0000	08/01/2022	N
<b>DESCRIPTION:</b> ATLANTA, INC.					
Customer 31483 COKINOS					
77126	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> TROUP, ENV					
Customer 31483 COKINOS					

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

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**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263                      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 32958

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/07/2023

**INITIAL SERVICE DATE:** 07/11/2019                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-92-H-22 to T-92-H-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
40998	SYMMETRY ENERGY SERVICES	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32958
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-92-H-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE HOUSTON DIVISION RATE SCHEDULE NO. T-92 H-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas, South Texas, Houston or Texas Coast Divisions, as defined in the contract contemplated hereby, to a campus or campuses of a public school district that is eligible to purchase State Royalty Gas; (d) where the actual aggregated annual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 50 MMBtu per day; and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$2,671.94; (ii) Administrative Charge @ \$15.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.2500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu and equal to the higher of:</p> <p>(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;</p> <p>a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;</p> <p>b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;</p> <p>CONTRACT DEMAND (cont'd)</p> <p>c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;</p> <p>d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of</p>

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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 50 MMBtu.

**ANNUAL RATE ADJUSTMENT**

The Customer Charge in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

**NATURAL GAS ACT**

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.

**WRITTEN SERVICE AGREEMENT**

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

**CURTAILMENT**

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-92 H-23 Replaces Rate Schedule T-92 H-22 Effective 06-15-23</p> <p>Tnspt Terms T-92A                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting</p>

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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

primarily of methane.

2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.

2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.

2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

**3. APPLICATION FOR SERVICE**

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

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<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
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3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

#### 4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for



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transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

**5. SCHEDULING AND NOMINATIONS**

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

**6. APPLICATION OF GENERAL TERMS AND CONDITIONS**

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

**7. RECEIPT OF GAS FOR TRANSPORT**

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

**8. WARRANTY OF TITLE**

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

**9. UNACCEPTABLE QUANTITIES**

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company?s facilities.</p> <p>10. GAS TRANSPORTED BY COMPANY</p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-92B                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>11. FACILITIES</p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper?s designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper?s designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper?s designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper?s designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper?s designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company?s upstream gas supply, transportation,</p>

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. 'Critical Period Event' can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ('OFO's') or Operational Alerts ('OA's') of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The 'Critical Period Price' shall be the 'Applicable Daily Index' specified in the Agreement or, if the Applicable Daily Index is not published for the day, the 'Applicable Alternative Daily Index' specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The 'cash-out' price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.

Overage Underage

Imbalance Level The Company Pays Shipper the Shipper Pays the  
Following Percentage of the Company the Following Cash-Out Price Percentage of the Cash-  
Out Price  
From 0% to 5% 100% 100%

From 5% to 10% 80% 120%  
From 10% to 15% 70% 130%  
From 15% to 20% 60% 140%  
Greater than 20% 50% 150%

12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.

**13. BILLING AND PAYMENT**

13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

**14. ASSURANCE OF PERFORMANCE**

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

**15. EVENT OF DEFAULT AND EARLY TERMINATION**

15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any

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**CURRENT RATE COMPONENT**

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	<p>bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;</p> <p>15.1.3 otherwise become bankrupt or insolvent (however evidenced);</p> <p>15.1.4 be unable to pay its debts as they fall due;</p> <p>15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;</p> <p>15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;</p> <p>15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;</p> <p>15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or</p> <p>15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;</p> <p>then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</p> <p>15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.</p> <p>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.</p> <p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE</p> <p>16.1 Limitations of Liability</p> <p>16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE</p>

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**CURRENT RATE COMPONENT**

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	<p>SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Fifth Revised Terms &amp; Conditions    Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023    Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

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**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
109197	D	MMBtu	\$ .0000	09/01/2019	N
<b>DESCRIPTION:</b> CUT & SHOOT, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
109198	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> OAK RIDGE NORTH, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
109199	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> WEST UNIVERSITY, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
149	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> HOUSTON, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
150	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> HOUSTON, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
103023	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> JACINTO CITY, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
109132	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> MEADOWS PLACE, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
55670	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> SUGAR LAND, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
58924	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> CONROE, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
58928	D	MMBtu	\$ .0000	08/01/2019	N
<b>DESCRIPTION:</b> HUMBLE, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					

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**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
58929	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> MONTGOMERY COUNTY, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
58932	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> SHENANDOAH, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
58933	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> STAFFORD, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
58936	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> WOODLANDS, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
73142	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> GALENA PARK, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
73144	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> BELLAIRE, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
77967	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> MISSOURI CITY, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
77977	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> KATY, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
77983	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> JERSEY VILLAGE, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
80627	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> SPRING, ENVIROINS					
Customer 40998 SYMMETRY ENERGY SERVICES					



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 32958**

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263                      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 32959

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/06/2023

**INITIAL SERVICE DATE:** 07/11/2019                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-92-C-22 to T-92-C-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
40998	SYMMETRY ENERGY SERVICES	N	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 32959**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-92-C-22	<p>CENTERPOINT ENERGY ENTEX                      TRANSPORTATION SERVICE                      TEXAS COAST DIVISION                      RATE SCHEDULE NO. T-92 C-22</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas, South Texas, Houston or Texas Coast Divisions, as defined in the contract contemplated hereby, to a campus or campuses of a public school district that is eligible to purchase State Royalty Gas; (d) where the actual aggregated annual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 50 MMBtu per day; and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>Effective with all bills calculated on and after June 16, 2022, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$2,668.19;                      (ii) Administrative Charge @ \$15.0000/MMBtu of Contract Demand, as defined herein;                      (iii) Distribution Charge @ \$0.2500/MMBtu                      (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu and equal to the higher of:</p> <p>(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;</p> <p>a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;</p> <p>b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;</p> <p>CONTRACT DEMAND (cont'd)</p> <p>c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;</p> <p>d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32959
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 50 MMBtu.

**ANNUAL RATE ADJUSTMENT**

The Customer Charge in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

**NATURAL GAS ACT**

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.

**WRITTEN SERVICE AGREEMENT**

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

**CURTAILMENT**

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32959
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

**MEASUREMENT**

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

**GENERAL TERMS AND CONDITIONS**

Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-92 C-22 Replaces Rate Schedule T-92 C-21 Effective 06-16-22

Tnspt Terms T-92A

CENTERPOINT ENERGY ENTEX  
GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE  
RATE SCHEDULES T-90, T-91 & T-92

**1. APPLICABILITY**

1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):

Rate Schedule T-90 H-23 and T-90 C-23  
Rate Schedule T-91 E-23 and T-91 S-23  
Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23

**2. DEFINITIONS**

2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term "Btu" shall mean British Thermal Unit.

2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32959
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

primarily of methane.

2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.

2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.

2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

**3. APPLICATION FOR SERVICE**

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32959
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
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3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

#### 4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

**5. SCHEDULING AND NOMINATIONS**

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

**6. APPLICATION OF GENERAL TERMS AND CONDITIONS**

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

**7. RECEIPT OF GAS FOR TRANSPORT**

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

**8. WARRANTY OF TITLE**

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

**9. UNACCEPTABLE QUANTITIES**



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 32959**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company?s facilities.</p> <p>10. GAS TRANSPORTED BY COMPANY</p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-92B                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>11. FACILITIES</p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper?s designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper?s designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper?s designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper?s designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper?s designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company?s upstream gas supply, transportation,</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32959
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32959
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.
	Overage Underage
	Imbalance Level The Company Pays Shipper the Shipper Pays the Following Percentage of the Company the Following Cash-Out Price Percentage of the Cash-Out Price
	From 0% to 5% 100% 100%
	From 5% to 10% 80% 120%
	From 10% to 15% 70% 130%
	From 15% to 20% 60% 140%
	Greater than 20% 50% 150%
	12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.
	12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.
	12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.
	<b>13. BILLING AND PAYMENT</b>
	13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.
	13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.
	13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.
	13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.
	13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.
	<b>14. ASSURANCE OF PERFORMANCE</b>
	If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.
	<b>15. EVENT OF DEFAULT AND EARLY TERMINATION</b>
	15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:
	15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
	15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32959
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;

then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

## 16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

### 16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE

GAS SERVICES DIVISION

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**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 32959**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p>
	<p>Fifth Revised Terms &amp; Conditions    Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023    Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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**TARIFF CODE: DT                      RRC TARIFF NO: 32959**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
288	D	MMBtu	\$ .0035	07/11/2019	N
<b>DESCRIPTION:</b> RICHMOND, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
55670	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> SUGAR LAND, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
58916	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> ROSHARON, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
58934	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> TEAL RUN, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
73137	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> SUGAR LAND, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
77967	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> MISSOURI CITY, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
77977	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> KATY, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
80624	D	MMBtu	\$ .0000	07/01/2019	N
<b>DESCRIPTION:</b> PECAN GROVE, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
149	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> HOUSTON, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
150	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> HOUSTON, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 32959**

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263                      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 32960

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/06/2023

**INITIAL SERVICE DATE:** 07/11/2019                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-91-E-22 to T-91-E-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
40998	SYMMETRY ENERGY SERVICES	N	



## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32960
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	<p>IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.</p>
T-91-E-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE BEAUMONT/EAST TEXAS DIVISION RATE SCHEDULE NO. T-91 E-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$371.40; (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.6000/MMBtu Next 750 MMBtu @ \$0.4000/MMBtu Over 1,500 MMBtu @ \$0.2000/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,196.40; (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>?</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,196.40; (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32960
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	and equal to the higher of:
	(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;
	a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;
	b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;
	c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;
	d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;
	(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.
	(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.
	?
	<b>ANNUAL RATE ADJUSTMENT</b>
	The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.
	<b>EQUIVALENT QUANTITY OF NATURAL GAS</b>
	The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.
	<b>PAYMENTS TO GOVERNMENTAL AUTHORITIES</b>
	In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.
	<b>OTHER CHARGES</b>
	Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.
	<b>BILLING AND PAYMENT</b>
	Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 32960**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-91 E-23                      Replaces Rate Schedule T-91 E-22                      Effective 06-15-23</p> <p>Tnspt Terms T-91A                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32960
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.</p> <p>2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</p> <p>2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.</p> <p>2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</p> <p>2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.</p> <p>2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p>
	<p><b>3. APPLICATION FOR SERVICE</b></p> <p>3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32960
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> <p>4.4.2.1 The MDQ;</p> <p>4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32960
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

#### 5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

#### 6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p><b>9. UNACCEPTABLE QUANTITIES</b></p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p><b>10. GAS TRANSPORTED BY COMPANY</b></p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-91B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with</p>

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	<p>documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical</p>



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	<p>Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <p>Overage Underage</p> <p>Imbalance Level The Company Pays Shipper the Shipper Pays the            Following Percentage of the Company the Following Cash-Out Price Percentage of the Cash-Out Price</p> <table border="0"> <tr> <td>From 0% to 5%</td> <td>100%</td> <td>100%</td> </tr> <tr> <td>From 5% to 10%</td> <td>80%</td> <td>120%</td> </tr> <tr> <td>From 10% to 15%</td> <td>70%</td> <td>130%</td> </tr> <tr> <td>From 15% to 20%</td> <td>60%</td> <td>140%</td> </tr> <tr> <td>Greater than 20%</td> <td>50%</td> <td>150%</td> </tr> </table> <p>12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.</p> <p>12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two</p>	From 0% to 5%	100%	100%	From 5% to 10%	80%	120%	From 10% to 15%	70%	130%	From 15% to 20%	60%	140%	Greater than 20%	50%	150%
From 0% to 5%	100%	100%														
From 5% to 10%	80%	120%														
From 10% to 15%	70%	130%														
From 15% to 20%	60%	140%														
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	(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.
	14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.
	15. EVENT OF DEFAULT AND EARLY TERMINATION
	15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:
	15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
	15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
	15.1.3 otherwise become bankrupt or insolvent (however evidenced);
	15.1.4 be unable to pay its debts as they fall due;
	15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
	15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;
	15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;
	15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or
	15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;
	then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.
	15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
	15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.
	15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.
	16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE
	16.1 Limitations of Liability
	16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the

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	<p>basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Fifth Revised Terms &amp; Conditions    Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023    Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 32960**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
77066	D	MMBTu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> CROCKETT, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
77076	D	MMBTU	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> ATLANTA, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
77125	D	MMBTu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> VIDOR, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
77968	D	MMBTu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> GILMER, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
78513	D	MMBTu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> HAWKINS, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
78665	D	MMBTu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> OVERTON, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
78921	D	MMBTu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> PITTSBURG, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
80459	D	MMBTu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> JEFFERSON, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
80631	D	MMBTu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> ROSE HILL ACRES, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
80632	D	MMBTu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> LIBERTY, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263**                      **COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT**                      **RRC TARIFF NO: 32960**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
86374	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> BRIDGE CITY, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
86488	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> SARATOGA, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
86489	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> TALCO, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
89120	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> RED LICK, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
90751	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> SYLVAN-HARMONY, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
109200	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> HALLSVILLE, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
111594	D	MMBtu	\$.0000	04/01/2020	N
<b>DESCRIPTION:</b> LINDALE INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
155	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> HUNTSVILLE, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
216	D	MMBtu	\$.0026	07/11/2019	N
<b>DESCRIPTION:</b> LUFKIN, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
234	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> NACOGDOCHES, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 32960**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
34649	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> MT. PLEASANT					
Customer 40998 SYMMETRY ENERGY SERVICES					
359	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> TYLER, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
42975	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> CARTHAGE, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
23	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> BEAUMONT, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
42977	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> CENTER, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
42978	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> CHEEK, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
60	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> CLEVELAND, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
42981	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> CLEVELAND, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
42985	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> DAYTON, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
42987	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> DIBOLL, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263**                      **COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT**                      **RRC TARIFF NO: 32960**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
42991	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> HENDERSON, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
42997	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> JACKSONVILLE, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
42999	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> JASPER, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
43005	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> LATEXO, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
43006	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> LONGVIEW, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
43007	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> LONGVIEW, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
43009	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> LUFKIN, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
43011	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> MARSHALL, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
43015	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> ORANGE, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
43026	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> SILSBEE, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 32960**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
43027	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> SILSBEE, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
43029	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> TENAHA, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
43030	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> TYLER, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
45345	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> BEAUMONT, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
58927	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> GRAPELAND, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
58938	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> MT. PLEASANT, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
71798	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> KILGORE, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
71799	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> WEST ORANGE, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	



**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 32960**

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT      **RRC TARIFF NO:** 32961

**DESCRIPTION:** Distribution Transportation      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**      **RECEIVED DATE:** 07/06/2023

**INITIAL SERVICE DATE:** 07/11/2019      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-90-H-22 to T-90-H-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305      **ACTIVE FLAG:** Y      **INACTIVE DATE:**

**FIRST NAME:** Petra      **MIDDLE:**      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston      **STATE:** TX      **ZIP:** 77252      **ZIP4:** 2628

**AREA CODE:** 713      **PHONE NO:** 207-3363      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
40998	SYMMETRY ENERGY SERVICES	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32961
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-90-H-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE HOUSTON DIVISION RATE SCHEDULE NO. T-90 H-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$471.94; (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.7500/MMBtu Next 750 MMBtu @ \$0.6000/MMBtu Over 1,500 MMBtu @ \$0.4500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,296.94; (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.3500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>?</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,296.94; (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1125/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32961
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

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**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 32961**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-90 H-23                      Replaces Rate Schedule T-90 H-22                      Effective 06-15-23</p> <p>Tnspt Terms T-90A                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p>

GAS SERVICES DIVISION

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	<p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.</p> <p>2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</p> <p>2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.</p> <p>2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</p> <p>2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.</p> <p>2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p> <p><b>3. APPLICATION FOR SERVICE</b></p> <p>3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural</p>

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	<p>gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> <p>4.4.2.1 The MDQ;</p> <p>4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule</p>

## GAS SERVICES DIVISION

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4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

#### 5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

#### 6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.



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	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p><b>9. UNACCEPTABLE QUANTITIES</b></p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p><b>10. GAS TRANSPORTED BY COMPANY</b></p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-90B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with</p>

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	<p>documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32961
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>															
	<p>Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <p>Overage Underage</p> <p>Imbalance Level The Company Pays Shipper the Shipper Pays the Following Percentage of the Company the Following Cash-Out Price Percentage of the Cash-Out Price</p> <table border="0"> <tr> <td>From 0% to 5%</td> <td>100%</td> <td>100%</td> </tr> <tr> <td>From 5% to 10%</td> <td>80%</td> <td>120%</td> </tr> <tr> <td>From 10% to 15%</td> <td>70%</td> <td>130%</td> </tr> <tr> <td>From 15% to 20%</td> <td>60%</td> <td>140%</td> </tr> <tr> <td>Greater than 20%</td> <td>50%</td> <td>150%</td> </tr> </table> <p>12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.</p> <p>12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two</p>	From 0% to 5%	100%	100%	From 5% to 10%	80%	120%	From 10% to 15%	70%	130%	From 15% to 20%	60%	140%	Greater than 20%	50%	150%
From 0% to 5%	100%	100%														
From 5% to 10%	80%	120%														
From 10% to 15%	70%	130%														
From 15% to 20%	60%	140%														
Greater than 20%	50%	150%														

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32961
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.
	14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.
	15. EVENT OF DEFAULT AND EARLY TERMINATION
	15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:
	15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
	15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
	15.1.3 otherwise become bankrupt or insolvent (however evidenced);
	15.1.4 be unable to pay its debts as they fall due;
	15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
	15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;
	15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;
	15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or
	15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;
	then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.
	15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
	15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.
	15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.
	16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE
	16.1 Limitations of Liability
	16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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**TARIFF CODE:** DT                      **RRC TARIFF NO:** 32961

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Fifth Revised Terms &amp; Conditions    Replaces Fourth Revised T-90, T-91 &amp; T-92    Effective 06-15-2023    Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263**                      **COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT**                      **RRC TARIFF NO: 32961**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
103023	D	MMBtu	\$ .0000	08/01/2018	N
<b>DESCRIPTION:</b> JACINTO CITY, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
149	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> HOUSTON, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
150	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> HOUSTON, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
352	D	MMBtu	\$ .0000	06/01/2020	N
<b>DESCRIPTION:</b> TEXAS CITY, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
55670	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> SUGAR LAND, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
55678	D	MMBtu	\$ .0000	06/01/2020	N
<b>DESCRIPTION:</b> LA PORTE, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
58923	D	MMBtu	\$ .0000	06/01/2020	N
<b>DESCRIPTION:</b> CHANNEL AREA, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
58924	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> CONROE, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
58926	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> DEER PARK, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
58928	D	MMBtu	\$ .0000	06/01/2020	N
<b>DESCRIPTION:</b> HUMBLE, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					

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GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 32961**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
58929	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> MONTGOMERY COUNTY, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
58930	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> PASADENA, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
58932	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> SHENANDOAH, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
58933	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> STAFFORD, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
58936	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> WOODLANDS, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
68172	D	MMBtu	\$.0000	06/01/2020	N
<b>DESCRIPTION:</b> NASSAU BAY, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
68837	D	MMBtu	\$.0000	06/01/2020	N
<b>DESCRIPTION:</b> ANGLETON, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
71800	D	MMBtu	\$.0000	06/01/2020	N
<b>DESCRIPTION:</b> HEDWIG VILLAGE, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
73134	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> SOUTH HOUSTON, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
73142	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> GALENA PARK, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					

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**TARIFF CODE: DT                      RRC TARIFF NO: 32961**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
73144	D	MMBtu	\$ .0000	06/01/2020	N
<b>DESCRIPTION:</b> BELLAIRE, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
73145	D	MMBtu	\$ .0000	04/01/2021	N
<b>DESCRIPTION:</b> CROSBY, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
77067	D	MMBtu	\$ .0000	06/01/2020	N
<b>DESCRIPTION:</b> SOUTHSIDE PLACE, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
77072	D	MMBtu	\$ .0000	06/01/2020	N
<b>DESCRIPTION:</b> SPRING VALLEY, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
77967	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> MISSOURI CITY, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
78248	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> PORTER, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
79037	D	MMBtu	\$ .0000	06/01/2020	N
<b>DESCRIPTION:</b> NEW CANEY, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
80626	D	MMBtu	\$ .0000	06/01/2020	N
<b>DESCRIPTION:</b> PEARLAND, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
80627	D	MMBtu	\$ .0000	06/01/2020	N
<b>DESCRIPTION:</b> SPRING, ENVIROINS					
Customer 40998 SYMMETRY ENERGY SERVICES					
80629	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> WILLIS, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					



GAS SERVICES DIVISION

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**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 32961**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
91057	D	MMBtu	\$.0000	06/01/2020	N
<b>DESCRIPTION:</b> WALKER COUNTY, ENVIRONS					
<b>Customer</b>	40998	SYMMETRY ENERGY SERVICES			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263                      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 32962

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/06/2023

**INITIAL SERVICE DATE:** 07/11/2019                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-90-C-22 to T-90-C-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
33146	VISTA ENERGY	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32962
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-90-C-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE TEXAS COAST DIVISION RATE SCHEDULE NO. T-90 C-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$573.10; (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.7500/MMBtu Next 750 MMBtu @ \$0.6000/MMBtu Over 1,500 MMBtu @ \$0.4500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,398.10; (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.3500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,398.10; (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1125/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu and equal to the higher of:</p>

## GAS SERVICES DIVISION

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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not have gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall

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	<p>bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-90 C-23                      Replaces Rate Schedule T-90 C-22                      Effective 06-15-23</p> <p>Tnspt Terms T-90A                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed</p>

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	to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).
	2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.
	2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.
	2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.
	2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.
	2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.
	2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
	2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.
	2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.
	2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.
	2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.
	2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.
	2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.
	2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.
	2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.
	2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.
	2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.
	<b>3. APPLICATION FOR SERVICE</b>
	3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.
	3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.
	3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.
	3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.
	3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of

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	such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.
	3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.
	3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:
	3.6.1.1 A copy of Shipper's most recent audited financial statements;
	3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;
	3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and
	3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.
	3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:
	3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.
	3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.
	3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.
	3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.
	<b>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</b>
	4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.
	4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.
	4.3 All approved Shippers must submit an Exhibit A for any of the following:
	4.3.1 A request to initiate transportation service at a specified Delivery Point;
	4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
	4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
	4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.
	4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:
	4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;
	4.4.2 Gas Quantities:
	4.4.2.1 The MDQ;
	4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule
	4.4.3 The Receipt Point(s) and Delivery Point(s);
	4.4.4 Term of Service
	4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

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	<p>4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.</p> <p>4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;</p> <p>4.4.6 Upstream Pipeline Contact Information for Confirmations</p> <p>4.4.7 Indexes:</p> <p>4.4.7.1 Applicable Monthly Index;</p> <p>4.4.7.2 Applicable Index Adder; and</p> <p>4.4.7.3 Applicable Daily Index</p> <p>4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.</p> <p>4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.</p> <p>4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.</p> <p>4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.</p> <p>4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.</p> <p><b>5. SCHEDULING AND NOMINATIONS</b></p> <p>5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.</p> <p>5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.</p> <p><b>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</b></p> <p>6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> <p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's</p>



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	<p>system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>8. WARRANTY OF TITLE</p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p>9. UNACCEPTABLE QUANTITIES</p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p>10. GAS TRANSPORTED BY COMPANY</p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-90B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p>11. FACILITIES</p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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	<p>specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available</p>

## GAS SERVICES DIVISION

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to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

## 12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.

## Overage Underage

Imbalance Level	The Company Pays Shipper the	Shipper Pays the
Following Percentage of the	Company the Following Cash-Out Price	Percentage of the Cash-
Out Price		

From 0% to 5%	100%	100%
---------------	------	------

From 5% to 10%	80%	120%
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From 10% to 15%	70%	130%
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From 15% to 20%	60%	140%
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Greater than 20%	50%	150%
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12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.

## 13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

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## 14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

## 15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;

then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

## 16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

## 16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

## 16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p>
	<p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 32962**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
58923	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> CHANNEL AREA, ENVIRONS					
Customer 33146 VISTA ENERGY					
66265	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> BAYTOWN, INC.					
Customer 33146 VISTA ENERGY					
91337	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> LIVERPOOL, ENVIRONS					
Customer 33146 VISTA ENERGY					
202	D	MMBtu	\$ .0185	07/11/2019	N
<b>DESCRIPTION:</b> LEAGUE CITY, INC.					
Customer 33146 VISTA ENERGY					
55679	D	MMBTU	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> PASADENA, ENVIRONS					
Customer 33146 VISTA ENERGY					

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263                      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 32963

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/06/2023

**INITIAL SERVICE DATE:** 06/01/2020                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-90-C-22 to T-90-C-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
41398	TEXAS GENERAL LAND OFFICE	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32963
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-90-C-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE TEXAS COAST DIVISION RATE SCHEDULE NO. T-90 C-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$573.10; (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.7500/MMBtu Next 750 MMBtu @ \$0.6000/MMBtu Over 1,500 MMBtu @ \$0.4500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,398.10; (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.3500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,398.10; (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1125/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu and equal to the higher of:</p>



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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not have gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall

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	<p>bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-90 C-23                      Replaces Rate Schedule T-90 C-22                      Effective 06-15-23</p> <p>Tnspt Terms T-90A                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed</p>

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	to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).
	2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.
	2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.
	2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.
	2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.
	2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.
	2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
	2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.
	2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.
	2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.
	2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.
	2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.
	2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.
	2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.
	2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.
	2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.
	2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.
	<b>3. APPLICATION FOR SERVICE</b>
	3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.
	3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.
	3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.
	3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.
	3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of

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	such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.
	3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.
	3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:
	3.6.1.1 A copy of Shipper's most recent audited financial statements;
	3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;
	3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and
	3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.
	3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:
	3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.
	3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.
	3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.
	3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.
	<b>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</b>
	4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.
	4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.
	4.3 All approved Shippers must submit an Exhibit A for any of the following:
	4.3.1 A request to initiate transportation service at a specified Delivery Point;
	4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
	4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
	4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.
	4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:
	4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;
	4.4.2 Gas Quantities:
	4.4.2.1 The MDQ;
	4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule
	4.4.3 The Receipt Point(s) and Delivery Point(s);
	4.4.4 Term of Service
	4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

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	<p>4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.</p> <p>4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;</p> <p>4.4.6 Upstream Pipeline Contact Information for Confirmations</p> <p>4.4.7 Indexes:</p> <p>4.4.7.1 Applicable Monthly Index;</p> <p>4.4.7.2 Applicable Index Adder; and</p> <p>4.4.7.3 Applicable Daily Index</p> <p>4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.</p> <p>4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.</p> <p>4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.</p> <p>4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.</p> <p>4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.</p> <p><b>5. SCHEDULING AND NOMINATIONS</b></p> <p>5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.</p> <p>5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.</p> <p><b>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</b></p> <p>6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> <p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's</p>

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	<p>system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>8. WARRANTY OF TITLE</p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p>9. UNACCEPTABLE QUANTITIES</p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p>10. GAS TRANSPORTED BY COMPANY</p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p>11. FACILITIES</p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any</p>

Tnspt Terms T-90B

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

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specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.

## 12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

## 12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

## 12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available

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	to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.
	12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.
	12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.
	12.7 Monthly Imbalances
	12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.
	Overage Underage
	Imbalance Level The Company Pays Shipper the Shipper Pays the Following Percentage of the Company the Following Cash-Out Price Percentage of the Cash-Out Price
	From 0% to 5% 100% 100%
	From 5% to 10% 80% 120%
	From 10% to 15% 70% 130%
	From 15% to 20% 60% 140%
	Greater than 20% 50% 150%
	12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.
	12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.
	12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.
	13. BILLING AND PAYMENT
	13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.
	13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.
	13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.
	13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.
	13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.



## GAS SERVICES DIVISION

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14. ASSURANCE OF PERFORMANCE	<p>If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.</p>
15. EVENT OF DEFAULT AND EARLY TERMINATION	<p>15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:</p> <p>15.1.1 Make an assignment or any general arrangement for the benefit of creditors;</p> <p>15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;</p> <p>15.1.3 otherwise become bankrupt or insolvent (however evidenced);</p> <p>15.1.4 be unable to pay its debts as they fall due;</p> <p>15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;</p> <p>15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;</p> <p>15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;</p> <p>15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or</p> <p>15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;</p> <p>then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</p> <p>15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.</p> <p>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.</p> <p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p>
16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE	<p>16.1 Limitations of Liability</p> <p>16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE</p>

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	<p>OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p>
	<p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

GAS SERVICES DIVISION

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**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
55670	D	MMBtu	\$.0000	05/01/2021	N
<b>DESCRIPTION:</b> SUGAR LAND, INC.					
Customer 41398 TEXAS GENERAL LAND OFFICE					
58935	D	MMBtu	\$.0000	06/01/2020	N
<b>DESCRIPTION:</b> WEBSTER, INC.					
Customer 41398 TEXAS GENERAL LAND OFFICE					
67772	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> LAKE JACKSON, INC.					
Customer 41398 TEXAS GENERAL LAND OFFICE					
288	D	MMBtu	\$.0035	06/01/2020	N
<b>DESCRIPTION:</b> RICHMOND, ENVIRONS					
Customer 41398 TEXAS GENERAL LAND OFFICE					
352	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> TEXAS CITY, INC.					
Customer 41398 TEXAS GENERAL LAND OFFICE					
73140	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> KATY, INC.					
Customer 41398 TEXAS GENERAL LAND OFFICE					
77075	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> ROSENBERG, INC.					
Customer 41398 TEXAS GENERAL LAND OFFICE					
77977	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> KATY, ENVIRONS					
Customer 41398 TEXAS GENERAL LAND OFFICE					
80624	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> PECAN GROVE, ENVIRONS					
Customer 41398 TEXAS GENERAL LAND OFFICE					
87308	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> ROSENBERG, ENVIRONS					
Customer 41398 TEXAS GENERAL LAND OFFICE					

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**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
92630	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> FULSHEAR, INC					
<b>Customer</b>	41398	TEXAS GENERAL LAND OFFICE			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263                      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 32965

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/06/2023

**INITIAL SERVICE DATE:** 07/11/2019                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-90-C-22 to T-90-C-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
29240	LUMINANT ENERGY	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32965
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-90-C-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE TEXAS COAST DIVISION RATE SCHEDULE NO. T-90 C-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$573.10; (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.7500/MMBtu Next 750 MMBtu @ \$0.6000/MMBtu Over 1,500 MMBtu @ \$0.4500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,398.10; (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.3500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,398.10; (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1125/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu and equal to the higher of:</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32965
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not have gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 32965**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-90 C-23                      Replaces Rate Schedule T-90 C-22                      Effective 06-15-23</p> <p>Tnspt Terms T-90A                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed</p>



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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**CURRENT RATE COMPONENT**

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	to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).
	2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.
	2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.
	2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.
	2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.
	2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.
	2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
	2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.
	2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.
	2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.
	2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.
	2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.
	2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.
	2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.
	2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.
	2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.
	2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.
	<b>3. APPLICATION FOR SERVICE</b>
	3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.
	3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.
	3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.
	3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.
	3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> <p>4.4.2.1 The MDQ;</p> <p>4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule</p> <p>4.4.3 The Receipt Point(s) and Delivery Point(s);</p> <p>4.4.4 Term of Service</p> <p>4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

**5. SCHEDULING AND NOMINATIONS**

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

**6. APPLICATION OF GENERAL TERMS AND CONDITIONS**

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

**7. RECEIPT OF GAS FOR TRANSPORT**

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's

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	<p>system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>8. WARRANTY OF TITLE</p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p>9. UNACCEPTABLE QUANTITIES</p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p>10. GAS TRANSPORTED BY COMPANY</p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-90B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p>11. FACILITIES</p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any</p>

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	<p>specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available</p>

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	to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.
	12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.
	12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.
	12.7 Monthly Imbalances
	12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.
	Overage Underage
	Imbalance Level The Company Pays Shipper the Shipper Pays the Following Percentage of the Company the Following Cash-Out Price Percentage of the Cash-Out Price
	From 0% to 5% 100% 100%
	From 5% to 10% 80% 120%
	From 10% to 15% 70% 130%
	From 15% to 20% 60% 140%
	Greater than 20% 50% 150%
	12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.
	12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.
	12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.
	13. BILLING AND PAYMENT
	13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.
	13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.
	13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.
	13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.
	13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

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## GSD - 2 TARIFF REPORT

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14. ASSURANCE OF PERFORMANCE	<p>If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.</p>
15. EVENT OF DEFAULT AND EARLY TERMINATION	<p>15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:</p> <p>15.1.1 Make an assignment or any general arrangement for the benefit of creditors;</p> <p>15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;</p> <p>15.1.3 otherwise become bankrupt or insolvent (however evidenced);</p> <p>15.1.4 be unable to pay its debts as they fall due;</p> <p>15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;</p> <p>15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;</p> <p>15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;</p> <p>15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or</p> <p>15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;</p> <p>then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</p> <p>15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.</p> <p>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.</p> <p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p>
16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE	<p>16.1 Limitations of Liability</p> <p>16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE</p>

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	<p>OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p>
	<p>Fifth Revised Terms &amp; Conditions    Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023    Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None



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**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
58921	D	MMBtu	\$ .0000	06/01/2020	N
<b>DESCRIPTION:</b> ALVIN, INC.					
<b>Customer</b>	29240	LUMINANT ENERGY			
66267	D	MMBtu	\$ .0000	06/01/2020	N
<b>DESCRIPTION:</b> WHARTON, INC.					
<b>Customer</b>	29240	LUMINANT ENERGY			
67773	D	MMBtu	\$ .0000	06/01/2020	N
<b>DESCRIPTION:</b> LIVERPOOL, INC.					
<b>Customer</b>	29240	LUMINANT ENERGY			
68836	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> BROOKSHIRE, ENVIRONS					
<b>Customer</b>	29240	LUMINANT ENERGY			
86375	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> MONT BELVIEU, ENVIRONS					
<b>Customer</b>	29240	LUMINANT ENERGY			
194	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> LA PORTE, INC.					
<b>Customer</b>	29240	LUMINANT ENERGY			
352	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> TEXAS CITY, INC.					
<b>Customer</b>	29240	LUMINANT ENERGY			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263                      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 32967

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/06/2023

**INITIAL SERVICE DATE:** 07/11/2019                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-90-C-22 to T-90-C-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
29391	CONSTELLATION	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32967
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-90-C-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE TEXAS COAST DIVISION RATE SCHEDULE NO. T-90 C-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$573.10; (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.7500/MMBtu Next 750 MMBtu @ \$0.6000/MMBtu Over 1,500 MMBtu @ \$0.4500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,398.10; (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.3500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,398.10; (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1125/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu and equal to the higher of:</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32967
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not have gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 32967**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-90 C-23                      Replaces Rate Schedule T-90 C-22                      Effective 06-15-23</p> <p>Tnspt Terms T-90A                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).
	2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.
	2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.
	2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.
	2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.
	2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.
	2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
	2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.
	2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.
	2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.
	2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.
	2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.
	2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.
	2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.
	2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.
	2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.
	2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.
	<b>3. APPLICATION FOR SERVICE</b>
	3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.
	3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.
	3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.
	3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.
	3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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**CURRENT RATE COMPONENT**

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	such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.
	3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.
	3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:
	3.6.1.1 A copy of Shipper's most recent audited financial statements;
	3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;
	3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and
	3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.
	3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:
	3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.
	3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.
	3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.
	3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.
	<b>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</b>
	4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.
	4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.
	4.3 All approved Shippers must submit an Exhibit A for any of the following:
	4.3.1 A request to initiate transportation service at a specified Delivery Point;
	4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
	4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
	4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.
	4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:
	4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;
	4.4.2 Gas Quantities:
	4.4.2.1 The MDQ;
	4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule
	4.4.3 The Receipt Point(s) and Delivery Point(s);
	4.4.4 Term of Service
	4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32967
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.</p> <p>4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;</p> <p>4.4.6 Upstream Pipeline Contact Information for Confirmations</p> <p>4.4.7 Indexes:</p> <p>4.4.7.1 Applicable Monthly Index;</p> <p>4.4.7.2 Applicable Index Adder; and</p> <p>4.4.7.3 Applicable Daily Index</p> <p>4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.</p> <p>4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.</p> <p>4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.</p> <p>4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.</p> <p>4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.</p> <p><b>5. SCHEDULING AND NOMINATIONS</b></p> <p>5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.</p> <p>5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.</p> <p><b>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</b></p> <p>6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> <p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's</p>



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	<p>system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>8. WARRANTY OF TITLE</p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p>9. UNACCEPTABLE QUANTITIES</p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p>10. GAS TRANSPORTED BY COMPANY</p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-90B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p>11. FACILITIES</p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any</p>

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	<p>specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available</p>

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	to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.
	12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.
	12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.
	12.7 Monthly Imbalances
	12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.
	Overage Underage
	Imbalance Level The Company Pays Shipper the Shipper Pays the Following Percentage of the Company the Following Cash-Out Price Percentage of the Cash-Out Price
	From 0% to 5% 100% 100%
	From 5% to 10% 80% 120%
	From 10% to 15% 70% 130%
	From 15% to 20% 60% 140%
	Greater than 20% 50% 150%
	12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.
	12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.
	12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.
	13. BILLING AND PAYMENT
	13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.
	13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.
	13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.
	13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.
	13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

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## 14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

## 15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;

then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

## 16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

## 16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

## 16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE

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	<p>OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p>
	<p>Fifth Revised Terms &amp; Conditions    Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023    Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 32967**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
288	D	MMBtu	\$ .0035	07/11/2019	N
<b>DESCRIPTION:</b> RICHMOND, ENVIRONS					
Customer 29391                      CONSTELLATION					
352	D	MMBtu	\$ .0000	08/01/2020	N
<b>DESCRIPTION:</b> TEXAS CITY, INC.					
Customer 29391                      CONSTELLATION					
55670	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> SUGAR LAND, INC.					
Customer 29391                      CONSTELLATION					
55673	D	MMBtu	\$ .0000	09/01/2021	N
<b>DESCRIPTION:</b> BAYTOWN, ENVIRONS					
Customer 29391                      CONSTELLATION					
58926	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> DEER PARK, INC.					
Customer 29391                      CONSTELLATION					
149	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> HOUSTON, INC.					
Customer 29391                      CONSTELLATION					
202	D	MMBtu	\$ .0185	07/01/2022	N
<b>DESCRIPTION:</b> LEAGUE CITY, INC.					
Customer 29391                      CONSTELLATION					
58935	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> WEBSTER, INC.					
Customer 29391                      CONSTELLATION					
66265	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> BAYTOWN, INC.					
Customer 29391                      CONSTELLATION					
67772	D	MMBtu	\$ .0000	08/01/2020	N
<b>DESCRIPTION:</b> LAKE JACKSON, INC.					
Customer 29391                      CONSTELLATION					

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 32967**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
77073	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> PEARLAND, INC.					
Customer 29391                      CONSTELLATION					
77977	D	MMBtu	\$.0000	02/01/2023	N
<b>DESCRIPTION:</b> KATY, ENVIRONS					
Customer 29391                      CONSTELLATION					
80624	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> PECAN GROVE, ENVIRONS					
Customer 29391                      CONSTELLATION					
85546	D	MMBtu	\$.0000	01/01/2022	N
<b>DESCRIPTION:</b> EL LAGO, INC					
Customer 29391                      CONSTELLATION					
77972	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> FREEPORT, INC.					
Customer 29391                      CONSTELLATION					

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263                      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 32968

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/06/2023

**INITIAL SERVICE DATE:** 07/11/2019                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-90-C-22 to T-90-C-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
31483	COKINOS	N	



## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32968
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-90-C-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE TEXAS COAST DIVISION RATE SCHEDULE NO. T-90 C-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$573.10; (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.7500/MMBtu Next 750 MMBtu @ \$0.6000/MMBtu Over 1,500 MMBtu @ \$0.4500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,398.10; (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.3500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,398.10; (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1125/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu and equal to the higher of:</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32968
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not have gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 32968**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-90 C-23                      Replaces Rate Schedule T-90 C-22                      Effective 06-15-23</p> <p>Tnspt Terms T-90A                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32968
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).
	2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.
	2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.
	2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.
	2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.
	2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.
	2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
	2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.
	2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.
	2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.
	2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.
	2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.
	2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.
	2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.
	2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.
	2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.
	2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.
	<b>3. APPLICATION FOR SERVICE</b>
	3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.
	3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.
	3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.
	3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.
	3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32968
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.
	3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.
	3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:
	3.6.1.1 A copy of Shipper's most recent audited financial statements;
	3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;
	3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and
	3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.
	3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:
	3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.
	3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.
	3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.
	3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.
	<b>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</b>
	4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.
	4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.
	4.3 All approved Shippers must submit an Exhibit A for any of the following:
	4.3.1 A request to initiate transportation service at a specified Delivery Point;
	4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
	4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
	4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.
	4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:
	4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;
	4.4.2 Gas Quantities:
	4.4.2.1 The MDQ;
	4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule
	4.4.3 The Receipt Point(s) and Delivery Point(s);
	4.4.4 Term of Service
	4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

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	<p>4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.</p> <p>4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;</p> <p>4.4.6 Upstream Pipeline Contact Information for Confirmations</p> <p>4.4.7 Indexes:</p> <p>4.4.7.1 Applicable Monthly Index;</p> <p>4.4.7.2 Applicable Index Adder; and</p> <p>4.4.7.3 Applicable Daily Index</p> <p>4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.</p> <p>4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.</p> <p>4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.</p> <p>4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.</p> <p>4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.</p> <p><b>5. SCHEDULING AND NOMINATIONS</b></p> <p>5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.</p> <p>5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.</p> <p><b>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</b></p> <p>6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> <p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's</p>

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	<p>system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>8. WARRANTY OF TITLE</p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p>9. UNACCEPTABLE QUANTITIES</p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p>10. GAS TRANSPORTED BY COMPANY</p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-90B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p>11. FACILITIES</p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any</p>

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	<p>specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available</p>



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	to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.
	12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.
	12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.
	12.7 Monthly Imbalances
	12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.
	Overage Underage
	Imbalance Level The Company Pays Shipper the Shipper Pays the Following Percentage of the Company the Following Cash-Out Price Percentage of the Cash-Out Price
	From 0% to 5% 100% 100%
	From 5% to 10% 80% 120%
	From 10% to 15% 70% 130%
	From 15% to 20% 60% 140%
	Greater than 20% 50% 150%
	12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.
	12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.
	12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.
	13. BILLING AND PAYMENT
	13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.
	13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.
	13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.
	13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.
	13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

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## 14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

## 15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;

then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

## 16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

## 16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

## 16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE

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<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p>
	<p>Fifth Revised Terms &amp; Conditions    Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023    Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263**                      **COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT**                      **RRC TARIFF NO: 32968**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
194	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> LA PORTE, INC.					
Customer 31483 COKINOS					
202	D	MMBtu	\$ .0000	10/01/2019	N
<b>DESCRIPTION:</b> LEAGUE CITY, INC.					
Customer 31483 COKINOS					
352	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> TEXAS CITY, INC.					
Customer 31483 COKINOS					
55670	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> SUGAR LAND, INC.					
Customer 31483 COKINOS					
55672	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> DICKINSON, INC.					
Customer 31483 COKINOS					
55675	D	MMBtu	\$ .0000	05/01/2023	N
<b>DESCRIPTION:</b> RICHMOND, INC.					
Customer 31483 COKINOS					
55678	D	MMBtu	\$ .0000	07/01/2020	N
<b>DESCRIPTION:</b> LA PORTE, ENVIRONS					
Customer 31483 COKINOS					
58935	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> WEBSTER, INC.					
Customer 31483 COKINOS					
66265	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> BAYTOWN, INC.					
Customer 31483 COKINOS					
68837	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> ANGLETON, INC.					
Customer 31483 COKINOS					

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263**                      **COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT**                      **RRC TARIFF NO: 32968**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
73140	D	MMBTu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> KATY, INC.					
Customer 31483 COKINOS					
77073	D	MMBTu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> PEARLAND, INC.					
Customer 31483 COKINOS					
77075	D	MMBTu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> ROSENBERG, INC.					
Customer 31483 COKINOS					
77967	D	MMBTu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> MISSOURI CITY, INC.					
Customer 31483 COKINOS					
80625	D	MMBTu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> KEMAH, INC.					
Customer 31483 COKINOS					
149	D	MMBTu	\$.0000	12/01/2022	N
<b>DESCRIPTION:</b> HOUSTON, INC.					
Customer 31483 COKINOS					
150	D	MMBTu	\$.0000	08/01/2019	N
<b>DESCRIPTION:</b> HOUSTON, ENVIRONS					
Customer 31483 COKINOS					
80626	D	MMBTu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> PEARLAND, ENVIRONS					
Customer 31483 COKINOS					
86375	D	MMBTu	\$.0000	07/01/2020	N
<b>DESCRIPTION:</b> MONT BELVIEU, ENVIRONS					
Customer 31483 COKINOS					

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

**RRC COID: 6263**                      **COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT**                      **RRC TARIFF NO: 32968**

**TUC APPLICABILITY****FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 32969**

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 08/20/2020

**INITIAL SERVICE DATE:** 07/11/2019                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/18/2020

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** Effective 6/18/20: Add new Rate Schedule T-90 C-20 and new General Terms and Conditions

**OTHER(EXPLAIN):** Effective 6/1/20: Adding several Delivery Points to this tariff.

**PREPARER - PERSON FILING**

**RRC NO:** 1182                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Pandy                      **MIDDLE:**                      **LAST NAME:** Livingston

**TITLE:** Reg. Data Specialist

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-5571                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
33145	CIMA ENERGY	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32969
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

PSIF-14 PIPELINE SAFETY INSPECTION FEE:  
Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211.  
The 2020 Pipeline Safety Fee is a one-time customer charge per bill \$1.03, based on \$1.00 per service line.  
Collected from April 1, 2020 to April 30, 2020.

T-90 C-20 Corrected CENTERPOINT ENERGY ENTEX  
TRANSPORTATION SERVICE  
TEXAS COAST DIVISION  
RATE SCHEDULE NO. T-90 C-20

**AVAILABILITY**

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

**APPLICATION**

This Rate Schedule is applicable to gas transportation service, where

- (a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
- (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
- (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Texas Coast Division, as defined in the contract contemplated hereby,
- (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and
- (e) Company does not take title to or own the gas so transported.

**DEFINITIONS**

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.

**NET MONTHLY RATE**

(A) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$365.57;
- (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge  
First 750 MMBtu @ \$0.7500/MMBtu  
Next 750 MMBtu @ \$0.6000/MMBtu  
Over 1,500 MMBtu @ \$0.4500/MMBtu

(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,190.57;
- (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.3500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

**NET MONTHLY RATE (cont'd)**

(C) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,190.57;



## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32969
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

- (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1125/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

**CONTRACT DEMAND**

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

- (i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

- (ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

- (iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 32969**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.</p> <p><b>BILLING AND PAYMENT</b></p> <p>Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p><b>NATURAL GAS ACT</b></p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C.Section717 et seq.</p> <p><b>WRITTEN SERVICE AGREEMENT</b></p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p><b>CURTAILMENT</b></p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p><b>MEASUREMENT</b></p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p><b>GENERAL TERMS AND CONDITIONS</b></p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-90 C-20 Replaces Rate Schedule T-90 C Effective 06-18-20</p> <p>Tnspt Terms T-90A      CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>1. APPLICABILITY</b></p> <p>1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-20 and T-90 C-20 Rate Schedule T-91 E and T-91 S-20 Rate Schedule T-92 H-20, T-92 C-20, T-92 E, and T-92 S-20</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32969
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	2. DEFINITIONS
	2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.
	2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.
	2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.
	2.4 The term Btu shall mean British Thermal Unit.
	2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.
	2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).
	2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.
	2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.
	2.9 The term Delivery Point shall mean
	(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;
	(b) where Company has adequate capacity;
	(c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and
	(d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.
	2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.
	2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A
	(a) will contain specified information as described in Section 4 herein;
	(b) will require signed acknowledgement of the Shipper and the End-use Customer; and
	(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.
	2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
	2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.
	2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.
	2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.
	2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.
	2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.
	2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.
	2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32969
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

### 3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

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3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum

**4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT**

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

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4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

**5. SCHEDULING AND NOMINATIONS**

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;

(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or

(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

**6. APPLICATION OF GENERAL TERMS AND CONDITIONS**

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

**7. RECEIPT OF GAS FOR TRANSPORT**

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	<p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>8. WARRANTY OF TITLE</p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p>9. UNACCEPTABLE QUANTITIES 9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p>10. GAS TRANSPORTED BY COMPANY</p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service. Second Revised Terms &amp; Conditions</p> <p>Replaces Original T-90, T-91 &amp; T-92</p> <p>Effective 06-18-2020</p> <p>Terms &amp; Conditions</p> <p>Tnspt Terms T-90B Continuation from Tnspt Terms T-90 A.</p> <p>11. FACILITIES</p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p>

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11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.

**12. BALANCING**

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

**12.5 Daily Imbalances During Critical Period Events**

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or

(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or

(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.



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	<p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances:                      (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or                      (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances                      (i) impair Company's ability to maintain the operational integrity of its distribution system, or                      (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:                      (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or                      (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu:                      (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and                      (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at</p>

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the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

## 12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

## 12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

## 13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section

13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32969
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of

- (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or
- (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

**14. ASSURANCE OF PERFORMANCE**

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

**15. EVENT OF DEFAULT AND EARLY TERMINATION**

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.</p> <p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE</p> <p>16.1 Limitations of Liability</p> <p>16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics;</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263                      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 32969

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure. Second Revised Terms &amp; Conditions</p> <p>Replaces Original T-90, T-91 &amp; T-92 Effective 06-18-2020 Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 32969**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
55670	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> SUGAR LAND, INC.					
Customer 33145 CIMA ENERGY					
55673	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> BAYTOWN, ENVIRONS					
Customer 33145 CIMA ENERGY					
55678	D	MMBtu	\$.0000	06/01/2020	N
<b>DESCRIPTION:</b> LA PORTE, ENVIRONS					
Customer 33145 CIMA ENERGY					
58921	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> ALVIN, INC.					
Customer 33145 CIMA ENERGY					
58935	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> WEBSTER, INC.					
Customer 33145 CIMA ENERGY					
66265	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> BAYTOWN, INC.					
Customer 33145 CIMA ENERGY					
66267	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> WHARTON, INC.					
Customer 33145 CIMA ENERGY					
68836	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> BROOKSHIRE, ENVIRONS					
Customer 33145 CIMA ENERGY					
68837	D	MMBtu	\$.0000	06/01/2020	N
<b>DESCRIPTION:</b> ANGLETON, INC.					
Customer 33145 CIMA ENERGY					
73137	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> SUGAR LAND, ENVIRONS					
Customer 33145 CIMA ENERGY					

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263**                      **COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT**                      **RRC TARIFF NO: 32969**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
73140	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> KATY, INC.					
Customer 33145 CIMA ENERGY					
77073	D	MMBTu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> PEARLAND, INC.					
Customer 33145 CIMA ENERGY					
77973	D	MMBTu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> CLUTE, INC.					
Customer 33145 CIMA ENERGY					
77975	D	MMBTu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> FRIENDSWOOD, ENVIRONS					
Customer 33145 CIMA ENERGY					
77977	D	MMBTu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> KATY, ENVIRONS					
Customer 33145 CIMA ENERGY					
194	D	MMBTu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> LA PORTE, INC.					
Customer 33145 CIMA ENERGY					
202	D	MMBTu	\$ .0185	07/11/2019	N
<b>DESCRIPTION:</b> LEAGUE CITY, INC.					
Customer 33145 CIMA ENERGY					
77981	D	MMBTu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> SEABROOK, INC.					
Customer 33145 CIMA ENERGY					
78666	D	MMBTu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> BROOKSHIRE, INC.					
Customer 33145 CIMA ENERGY					

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 32969**

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.



**RRC COID:** 6263                      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 32970

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/06/2023

**INITIAL SERVICE DATE:** 07/11/2019                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-91-E-22 to T-91-E-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
41398	TEXAS GENERAL LAND OFFICE	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32970
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-91-E-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE BEAUMONT/EAST TEXAS DIVISION RATE SCHEDULE NO. T-91 E-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$371.40; (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.6000/MMBtu Next 750 MMBtu @ \$0.4000/MMBtu Over 1,500 MMBtu @ \$0.2000/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,196.40; (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>?</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,196.40; (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32970
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

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**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 32970**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-91 E-23                      Replaces Rate Schedule T-91 E-22                      Effective 06-15-23</p> <p>Tnspt Terms T-91A                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p>

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	<p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.</p> <p>2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</p> <p>2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.</p> <p>2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</p> <p>2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.</p> <p>2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p>
	<p><b>3. APPLICATION FOR SERVICE</b></p> <p>3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural</p>

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	<p>gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> <p>4.4.2.1 The MDQ;</p> <p>4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule</p>

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4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

#### 5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

#### 6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

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	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p><b>9. UNACCEPTABLE QUANTITIES</b></p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p><b>10. GAS TRANSPORTED BY COMPANY</b></p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-91B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with</p>



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	<p>documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 32970**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <p>Overage Underage</p> <p>Imbalance Level    The Company Pays Shipper the    Shipper Pays the            Following Percentage of the    Company the Following Cash-Out Price    Percentage of the Cash-Out Price</p> <p>From 0% to 5%    100%    100%</p> <p>From 5% to 10%    80%    120%</p> <p>From 10% to 15%    70%    130%</p> <p>From 15% to 20%    60%    140%</p> <p>Greater than 20%    50%    150%</p> <p>12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.</p> <p>12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32970
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.
	14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.
	15. EVENT OF DEFAULT AND EARLY TERMINATION
	15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:
	15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
	15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
	15.1.3 otherwise become bankrupt or insolvent (however evidenced);
	15.1.4 be unable to pay its debts as they fall due;
	15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
	15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;
	15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;
	15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or
	15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;
	then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.
	15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
	15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.
	15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.
	16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE
	16.1 Limitations of Liability
	16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT      **RRC TARIFF NO:** 32970

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 32970**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>			
58941	D	MMBtu	\$.0000	07/11/2019	N			
<b>DESCRIPTION:</b> NEW BOSTON, ENV.								
<table border="1" style="width:100%"> <tr> <td style="width:15%"><b>Customer</b></td> <td style="width:20%">41398</td> <td style="width:65%">TEXAS GENERAL LAND OFFICE</td> </tr> </table>						<b>Customer</b>	41398	TEXAS GENERAL LAND OFFICE
<b>Customer</b>	41398	TEXAS GENERAL LAND OFFICE						
234	D	MMBtu	\$.0000	07/11/2019	N			
<b>DESCRIPTION:</b> NACOGDOCHES, INC.								
<table border="1" style="width:100%"> <tr> <td style="width:15%"><b>Customer</b></td> <td style="width:20%">41398</td> <td style="width:65%">TEXAS GENERAL LAND OFFICE</td> </tr> </table>						<b>Customer</b>	41398	TEXAS GENERAL LAND OFFICE
<b>Customer</b>	41398	TEXAS GENERAL LAND OFFICE						
359	D	MMBtu	\$.0000	07/11/2019	N			
<b>DESCRIPTION:</b> TYLER, INC.								
<table border="1" style="width:100%"> <tr> <td style="width:15%"><b>Customer</b></td> <td style="width:20%">41398</td> <td style="width:65%">TEXAS GENERAL LAND OFFICE</td> </tr> </table>						<b>Customer</b>	41398	TEXAS GENERAL LAND OFFICE
<b>Customer</b>	41398	TEXAS GENERAL LAND OFFICE						

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263                      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 32990

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/07/2023

**INITIAL SERVICE DATE:** 07/11/2019                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-91-S-22 to T-91-S-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
40998	SYMMETRY ENERGY SERVICES	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32990
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-91-S-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE SOUTH TEXAS DIVISION RATE SCHEDULE NO. T-91 S-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$470.68; (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.6000/MMBtu Next 750 MMBtu @ \$0.4000/MMBtu Over 1,500 MMBtu @ \$0.2000/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,295.68; (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>?</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,295.68; (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 32990
------------------------	-----------------------------

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	and equal to the higher of:
	(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;
	a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;
	b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;
	c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;
	d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;
	(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.
	(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.
	?
	<b>ANNUAL RATE ADJUSTMENT</b>
	The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.
	<b>EQUIVALENT QUANTITY OF NATURAL GAS</b>
	The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.
	<b>PAYMENTS TO GOVERNMENTAL AUTHORITIES</b>
	In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.
	<b>OTHER CHARGES</b>
	Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.
	<b>BILLING AND PAYMENT</b>
	Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be



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	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-91 S-23                      Replaces Rate Schedule T-91 S-22                      Effective 06-15-23</p> <p>Tnspt Terms T-91A      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p>

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	<p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.</p> <p>2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</p> <p>2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.</p> <p>2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</p> <p>2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.</p> <p>2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p> <p><b>3. APPLICATION FOR SERVICE</b></p> <p>3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural</p>

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	<p>gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> <p>4.4.2.1 The MDQ;</p> <p>4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule</p>

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4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

#### 5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

#### 6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

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	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p><b>9. UNACCEPTABLE QUANTITIES</b></p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p><b>10. GAS TRANSPORTED BY COMPANY</b></p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-91B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with</p>

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	<p>documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical</p>

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	<p>Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <p>Overage Underage</p> <p>Imbalance Level The Company Pays Shipper the Shipper Pays the                      Following Percentage of the Company the Following Cash-Out Price Percentage of the Cash-Out Price</p> <table> <tr> <td>From 0% to 5%</td> <td>100%</td> <td>100%</td> </tr> <tr> <td>From 5% to 10%</td> <td>80%</td> <td>120%</td> </tr> <tr> <td>From 10% to 15%</td> <td>70%</td> <td>130%</td> </tr> <tr> <td>From 15% to 20%</td> <td>60%</td> <td>140%</td> </tr> <tr> <td>Greater than 20%</td> <td>50%</td> <td>150%</td> </tr> </table> <p>12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.</p> <p>12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two</p>	From 0% to 5%	100%	100%	From 5% to 10%	80%	120%	From 10% to 15%	70%	130%	From 15% to 20%	60%	140%	Greater than 20%	50%	150%
From 0% to 5%	100%	100%														
From 5% to 10%	80%	120%														
From 10% to 15%	70%	130%														
From 15% to 20%	60%	140%														
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	(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.
	14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.
	15. EVENT OF DEFAULT AND EARLY TERMINATION
	15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:
	15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
	15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
	15.1.3 otherwise become bankrupt or insolvent (however evidenced);
	15.1.4 be unable to pay its debts as they fall due;
	15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
	15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;
	15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;
	15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or
	15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;
	then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.
	15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
	15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.
	15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.
	16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE
	16.1 Limitations of Liability
	16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the



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	<p>basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Fifth Revised Terms &amp; Conditions    Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023    Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

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**DELIVERY POINTS**

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103022	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> EDROY, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
108922	D	MMBtu	\$ .0000	07/01/2020	N
<b>DESCRIPTION:</b> ELGIN, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
111218	D	MMBtu	\$ .0000	06/01/2020	N
<b>DESCRIPTION:</b> WASKOM, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
183	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> KINGSVILLE, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
42969	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> BASTROP, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
42970	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> BASTROP, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
42993	D	MMBtu	\$ .0000	10/01/2019	N
<b>DESCRIPTION:</b> HONDO, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
43000	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> KENEDY, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
43003	D	MMBtu	\$ .0000	06/01/2004	N
<b>DESCRIPTION:</b> LAREDO, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
43013	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> NEW BRAUNFELS, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					

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43014	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> NEW BRAUNFELS, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
43018	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> SAN MARCOS, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
43019	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> SAN MARCOS, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
43021	D	MMBtu	\$ .0000	07/01/2020	N
<b>DESCRIPTION:</b> SCHULENBURG, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
43023	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> SEGUIN, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
43025	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> SELMA, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
43033	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> VICTORIA, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
43034	D	MMBtu	\$ .0000	06/01/2020	N
<b>DESCRIPTION:</b> WEIMAR, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
43035	D	MMBtu	\$ .0000	06/01/2020	N
<b>DESCRIPTION:</b> WEIMAR, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
55674	D	MMBtu	\$ .0000	07/11/2019	N
<b>DESCRIPTION:</b> EL CAMPO, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					

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**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
96	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> EL CAMPO, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
103021	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> GREGORY INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
66345	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> UNIVERSAL CITY, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
73133	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> ALICE, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
73138	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> LA GRANGE, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
73139	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> EAGLE LAKE, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
77068	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> GANADO, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
77069	D	MMBtu	\$.0000	08/01/2019	N
<b>DESCRIPTION:</b> BEEVILLE, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
77071	D	MMBtu	\$.0000	10/01/2019	N
<b>DESCRIPTION:</b> PLEASANTON, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
77965	D	MMBtu	\$.0000	10/01/2019	N
<b>DESCRIPTION:</b> PORT LAVACA, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 32990**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
78512	D	MMBtu	\$.0000	01/01/2022	N
<b>DESCRIPTION:</b> SCHERTZ, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
78741	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> BUDA, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
78742	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> FLORESVILLE, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
78743	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> KYLE, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
80630	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> PORTLAND, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
86346	D	MMBtu	\$.0000	06/01/2020	N
<b>DESCRIPTION:</b> GIDDINGS, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
88089	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> EDNA, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
88792	D	MMBtu	\$.0000	12/01/2019	N
<b>DESCRIPTION:</b> KARNES CITY, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
88793	D	MMBtu	\$.0000	12/01/2019	N
<b>DESCRIPTION:</b> KARNES CITY, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
93126	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> ODEM, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 32990**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
94309	D	MMBtu	\$.0000	07/11/2019	N
<b>DESCRIPTION:</b> CIBOLO, INC.					
<b>Customer</b>	40998	SYMMETRY ENERGY SERVICES			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT      **RRC TARIFF NO:** 33016

**DESCRIPTION:** Distribution Transportation      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**      **RECEIVED DATE:** 09/20/2019

**INITIAL SERVICE DATE:** 08/01/2019      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**      **AMENDMENT DATE:**

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** Y      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** None

**PREPARER - PERSON FILING**

**RRC NO:** 899      **ACTIVE FLAG:** Y      **INACTIVE DATE:**

**FIRST NAME:** Alice      **MIDDLE:** S.      **LAST NAME:** Hart

**TITLE:** Suprv. Reg. Support Services

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston      **STATE:** TX      **ZIP:** 77252      **ZIP4:** 2628

**AREA CODE:** 713      **PHONE NO:** 207-5322      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
33146	VISTA ENERGY	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 33016
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-13	PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill \$1.09, based on \$1.00 per service line. Collected from April 1, 2019 to April 30, 2019.
T-90 C	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE TEXAS COAST DIVISION RATE SCHEDULE NO. T-90 C</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where</p> <p>(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;            (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;            (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby,            (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and            (e) Company does not take title to or own the gas so transported. DEFINITIONS For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$342.58;            (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein;            (iii) Distribution Charge First 750 MMBtu @ \$0.7500/MMBtu Next 750 MMBtu @ \$0.6000/MMBtu Over 1,500 MMBtu @ \$0.4500/MMBtu            (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,167.58;            (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein;            (iii) Distribution Charge @ \$0.3500/MMBtu            (iv) Payments to Government Authorities, as defined herein.</p> <p>NET MONTHLY RATE (cont`d)</p> <p>(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,167.58;            (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein;            (iii) Distribution Charge @ \$0.1125/MMBtu            (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:</p>



## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 33016
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 33016**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-90 C                      Replaces Rate Schedule T-90                      Effective 07-11-19</p> <p>Tnspt Terms T-90A                      CENTERPOINT ENERGY ENTEX  GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION  SERVICE RATE SCHEDULES T-90, T-91 &amp; T-92 1.</p> <p>APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S 2. DEFINITIONS</p> <p>2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p>2.4 The term Btu shall mean British Thermal Unit.</p> <p>2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 33016
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.
	2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.
	2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.
	The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.
	2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
	2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.
	2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.
	2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.
	2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.
	2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.
	2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.
	2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.
	2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.
	2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.
	2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.
	<b>3. APPLICATION FOR SERVICE</b>
	3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.
	3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 33016
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:</p> <p>(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;</p> <p>(b) a standby irrevocable letter of credit acceptable to Company; or</p> <p>(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p>4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 33016
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
	4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
	4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.
	4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:
	4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;
	4.4.2 Gas Quantities:
	4.4.2.1 The MDQ;
	4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule
	4.4.3 The Receipt Point(s) and Delivery Point(s);
	4.4.4 Term of Service
	4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;
	4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.
	4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;
	4.4.6 Upstream Pipeline Contact Information for Confirmations
	4.4.7 Indexes:
	4.4.7.1 Applicable Monthly Index;
	4.4.7.2 Applicable Index Adder; and
	4.4.7.3 Applicable Daily Index
	4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.
	4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.
	4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.
	4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.
	4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.
	5. SCHEDULING AND NOMINATIONS

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	<p>5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:</p> <p>(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;</p> <p>(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or</p> <p>(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.</p> <p>5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.</p> <p>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</p> <p>6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> <p>7. RECEIPT OF GAS FOR TRANSPORT</p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>8. WARRANTY OF TITLE</p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p>9. UNACCEPTABLE QUANTITIES</p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p>10. GAS TRANSPORTED BY COMPANY</p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas</p>

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Tnspt Terms T-90B	<p>tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>First Revised Terms &amp; Conditions Replaces Original T-90, T-91 &amp; T-92 Effective 07-11-2019 Terms &amp; Conditions</p> <p>Continuation from Tnspt Terms T-92 A. CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p><b>12. BALANCING</b></p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to:</p> <ul style="list-style-type: none"> <li>(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and</li> <li>(ii) when imbalances occur, to correct any such imbalances as soon as practical.</li> </ul> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including,</p>

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but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or  
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or  
(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ



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plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

## 12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

## 13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section

13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

## 14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's

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	<p>obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.</p>
	<p>15. EVENT OF DEFAULT AND EARLY TERMINATION</p>
	<p>15.1 In the event (each an Event of Default) Shipper or its guarantor shall:</p>
	<p>15.1.1 Make an assignment or any general arrangement for the benefit of creditors;</p>
	<p>15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;</p>
	<p>15.1.3 otherwise become bankrupt or insolvent (however evidenced);</p>
	<p>15.1.4 be unable to pay its debts as they fall due;</p>
	<p>15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;</p>
	<p>15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;</p>
	<p>15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;</p>
	<p>15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or</p>
	<p>15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</p>
	<p>15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.</p>
	<p>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.</p>
	<p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p>
	<p>16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE 16.1 Limitations of Liability</p>
	<p>16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p>
	<p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S</p>

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>First Revised Terms &amp; Conditions Replaces Original T-90, T-91 &amp; T-92 Effective 07-11-2019 Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 33016**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
58923	D	MMBtu	\$.0000	08/01/2019	N
<b>DESCRIPTION:</b> CHANNEL AREA, ENVIRONS					
<b>Customer</b>	33146	VISTA ENERGY			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263                      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 33026

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/06/2023

**INITIAL SERVICE DATE:** 08/01/2019                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-92-C-22 to T-92-C-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
41398	TEXAS GENERAL LAND OFFICE	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 33026
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-92-C-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE TEXAS COAST DIVISION RATE SCHEDULE NO. T-92 C-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas, South Texas, Houston or Texas Coast Divisions, as defined in the contract contemplated hereby, to a campus or campuses of a public school district that is eligible to purchase State Royalty Gas; (d) where the actual aggregated annual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 50 MMBtu per day; and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$2,773.10; (ii) Administrative Charge @ \$15.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.2500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu and equal to the higher of:</p> <p>(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;</p> <p>a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;</p> <p>b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;</p> <p>CONTRACT DEMAND (cont'd)</p> <p>c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;</p> <p>d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 33026
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 50 MMBtu.

**ANNUAL RATE ADJUSTMENT**

The Customer Charge in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

**NATURAL GAS ACT**

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.

**WRITTEN SERVICE AGREEMENT**

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

**CURTAILMENT**

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 33026
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
Tnspt Terms T-92A	<p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-92 C-23 Replaces Rate Schedule T-92 C-22 Effective 06-15-23</p> <p>CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23 Rate Schedule T-91 E-23 and T-91 S-23 Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting</p>



## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 33026
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

primarily of methane.

2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.

2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.

2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

**3. APPLICATION FOR SERVICE**

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 33026
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
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3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

#### 4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for

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transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

**5. SCHEDULING AND NOMINATIONS**

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

**6. APPLICATION OF GENERAL TERMS AND CONDITIONS**

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

**7. RECEIPT OF GAS FOR TRANSPORT**

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

**8. WARRANTY OF TITLE**

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

**9. UNACCEPTABLE QUANTITIES**

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	<p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company?s facilities.</p> <p>10. GAS TRANSPORTED BY COMPANY</p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-92B                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>11. FACILITIES</p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper?s designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper?s designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper?s designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper?s designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper?s designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company?s upstream gas supply, transportation,</p>

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	<p>storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. 'Critical Period Event' can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ('OFO's') or Operational Alerts ('OA's') of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The 'Critical Period Price' shall be the 'Applicable Daily Index' specified in the Agreement or, if the Applicable Daily Index is not published for the day, the 'Applicable Alternative Daily Index' specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The 'cash-out' price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes</p>

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received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.

Overage Underage

Imbalance Level The Company Pays Shipper the Shipper Pays the  
Following Percentage of the Company the Following Cash-Out Price Percentage of the Cash-  
Out Price  
From 0% to 5% 100% 100%

From 5% to 10% 80% 120%  
From 10% to 15% 70% 130%  
From 15% to 20% 60% 140%  
Greater than 20% 50% 150%

12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.

**13. BILLING AND PAYMENT**

13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

**14. ASSURANCE OF PERFORMANCE**

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

**15. EVENT OF DEFAULT AND EARLY TERMINATION**

15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any

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bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;

then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

## 16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

### 16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Fifth Revised Terms &amp; Conditions    Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023    Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263**                      **COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT**                      **RRC TARIFF NO: 33026**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
149	D	MMBtu	\$ .0000	10/01/2021	N
<b>DESCRIPTION:</b> HOUSTON, INC.					
Customer 41398 TEXAS GENERAL LAND OFFICE					
110564	D	MMBtu	\$ .0000	08/01/2019	N
<b>DESCRIPTION:</b> BEASLEY, INC.					
Customer 41398 TEXAS GENERAL LAND OFFICE					
114142	D	MMBtu	\$ .0000	03/01/2022	N
<b>DESCRIPTION:</b> WESTON LAKES ENV					
Customer 41398 TEXAS GENERAL LAND OFFICE					
150	D	MMBtu	\$ .0000	08/01/2019	N
<b>DESCRIPTION:</b> HOUSTON, ENVIRONS					
Customer 41398 TEXAS GENERAL LAND OFFICE					
202	D	MMBtu	\$ .0185	07/01/2021	N
<b>DESCRIPTION:</b> LEAGUE CITY, INC.					
Customer 41398 TEXAS GENERAL LAND OFFICE					
288	D	MMBtu	\$ .0035	08/01/2019	N
<b>DESCRIPTION:</b> RICHMOND, ENVIRONS					
Customer 41398 TEXAS GENERAL LAND OFFICE					
55670	D	MMBtu	\$ .0000	08/01/2019	N
<b>DESCRIPTION:</b> SUGAR LAND, INC.					
Customer 41398 TEXAS GENERAL LAND OFFICE					
55675	D	MMBtu	\$ .0000	08/01/2019	N
<b>DESCRIPTION:</b> RICHMOND, INC.					
Customer 41398 TEXAS GENERAL LAND OFFICE					
58930	D	MMBtu	\$ .0000	07/01/2021	N
<b>DESCRIPTION:</b> PASADENA, INC.					
Customer 41398 TEXAS GENERAL LAND OFFICE					
58935	D	MMBtu	\$ .0000	06/01/2008	N
<b>DESCRIPTION:</b> WEBSTER, INC.					
Customer 41398 TEXAS GENERAL LAND OFFICE					

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 33026**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
73140	D	MMBtu	\$ .0000	04/01/2021	N
<b>DESCRIPTION:</b> KATY, INC.					
<b>Customer</b> 41398                      TEXAS GENERAL LAND OFFICE					
77075	D	MMBTu	\$ .0000	08/01/2019	N
<b>DESCRIPTION:</b> ROSENBERG, INC.					
<b>Customer</b> 41398                      TEXAS GENERAL LAND OFFICE					
77977	D	MMBtu	\$ .0000	08/01/2019	N
<b>DESCRIPTION:</b> KATY, ENVIRONS					
<b>Customer</b> 41398                      TEXAS GENERAL LAND OFFICE					
77981	D	MMBtu	\$ .0000	07/01/2021	N
<b>DESCRIPTION:</b> SEABROOK, INC.					
<b>Customer</b> 41398                      TEXAS GENERAL LAND OFFICE					
78744	D	MMBtu	\$ .0000	07/01/2021	N
<b>DESCRIPTION:</b> FRIENDSWOOD, INC.					
<b>Customer</b> 41398                      TEXAS GENERAL LAND OFFICE					
80624	D	MMBtu	\$ .0000	08/01/2019	N
<b>DESCRIPTION:</b> PECAN GROVE, ENVIRONS					
<b>Customer</b> 41398                      TEXAS GENERAL LAND OFFICE					
80625	D	MMBtu	\$ .0000	07/01/2021	N
<b>DESCRIPTION:</b> KEMAH, INC.					
<b>Customer</b> 41398                      TEXAS GENERAL LAND OFFICE					
85546	D	MMBtu	\$ .0000	07/01/2021	N
<b>DESCRIPTION:</b> EL LAGO, INC					
<b>Customer</b> 41398                      TEXAS GENERAL LAND OFFICE					
87308	D	MMBtu	\$ .0000	08/01/2019	N
<b>DESCRIPTION:</b> ROSENBERG, ENVIRONS					
<b>Customer</b> 41398                      TEXAS GENERAL LAND OFFICE					
92630	D	MMBtu	\$ .0000	08/01/2019	N
<b>DESCRIPTION:</b> FULSHEAR, INC					
<b>Customer</b> 41398                      TEXAS GENERAL LAND OFFICE					

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 33026**

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263                      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 33234

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:** 11/01/2019                      **RECEIVED DATE:** 12/17/2019

**INITIAL SERVICE DATE:**                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:**

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** Y                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** None

**PREPARER - PERSON FILING**

**RRC NO:** 899                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Alice                      **MIDDLE:** S.                      **LAST NAME:** Hart

**TITLE:** Suprv. Reg. Support Services

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-5322                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
29391	CONSTELLATION	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 33234
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-13	PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill \$1.09, based on \$1.00 per service line. Collected from April 1, 2019 to April 30, 2019.
T-91 S	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE SOUTH TEXAS DIVISION RATE SCHEDULE NO. T-91 S</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where</p> <p>(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;</p> <p>(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;</p> <p>(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby,</p> <p>(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and</p> <p>(e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$327.20;</p> <p>(ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein;</p> <p>(iii) Distribution Charge First 750 MMBtu @ \$0.6000/MMBtu Next 750 MMBtu @ \$0.4000/MMBtu Over 1,500 MMBtu @ \$0.2000/MMBtu</p> <p>(iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,152.20;</p> <p>(ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein;</p> <p>(iii) Distribution Charge @ \$0.1500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>NET MONTHLY RATE (cont`d)</p> <p>(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,152.20;</p> <p>(ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein;</p> <p>(iii) Distribution Charge @ \$0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 33234
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

**NATURAL GAS ACT**

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 33234**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C.Section717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-91 S                      Replaces Rate Schedule T-91                      Effective 07-11-19</p> <p>CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C or Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S</p> <p>2. DEFINITIONS</p> <p>2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p>2.4 The term Btu shall mean British Thermal Unit.</p> <p>2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term Delivery Point shall mean</p>

Tnspt Terms T-91A

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 33234
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;</p> <p>(b) where Company has adequate capacity;</p> <p>(c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p>
	<p>2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p>
	<p>2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A</p>
	<p>(a) will contain specified information as described in Section 4 herein;</p> <p>b) will require signed acknowledgement of the Shipper and the End-use Customer; and</p> <p>(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p>
	<p>? 2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p>
	<p>2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p>
	<p>2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p>
	<p>2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.</p>
	<p>2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</p>
	<p>2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.</p>
	<p>2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p>
	<p>2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p>
	<p>2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper. 2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.</p>
	<p>2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p>
	<p><b>3. APPLICATION FOR SERVICE</b></p>
	<p>3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</p>
	<p>3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.</p>



## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 33234
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section

3.6: 3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;

(b) a standby irrevocable letter of credit acceptable to Company; or

(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

**4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT**

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

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	4.3 All approved Shippers must submit an Exhibit A for any of the following:
	4.3.1 A request to initiate transportation service at a specified Delivery Point;
	4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
	4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
	4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.
	4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:
	4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives; 4.4.2 Gas Quantities:
	4.4.2.1 The MDQ;
	4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule
	4.4.3 The Receipt Point(s) and Delivery Point(s);
	4.4.4 Term of Service
	4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;
	4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.
	4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;
	4.4.6 Upstream Pipeline Contact Information for Confirmations
	4.4.7 Indexes:
	4.4.7.1 Applicable Monthly Index;
	4.4.7.2 Applicable Index Adder; and
	4.4.7.3 Applicable Daily Index
	4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.
	4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.
	4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.
	4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.
	4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A

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offered by Company to an approved Shipper.

**5. SCHEDULING AND NOMINATIONS**

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;

(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline.

For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

**6. APPLICATION OF GENERAL TERMS AND CONDITIONS**

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

**7. RECEIPT OF GAS FOR TRANSPORT**

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

**8. WARRANTY OF TITLE**

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

**9. UNACCEPTABLE QUANTITIES**

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

**10. GAS TRANSPORTED BY COMPANY**

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point

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Tnspt Terms T-91B	<p>may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>First Revised Terms &amp; Conditions Replaces Original T-90, T-91 &amp; T-92 Effective 07-11-2019 Terms &amp; Conditions Continuation from Tnspt Terms T-92 A. CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>11. FACILITIES</p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p>

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12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply. 12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or

(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

## 12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation,

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storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

## 12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150% 1

2.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

## 13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. SSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

## 15. EVENT OF DEFAULT AND EARLY TERMINATION

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	<p>15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors;</p> <p>15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;</p> <p>15.1.3 otherwise become bankrupt or insolvent (however evidenced);</p> <p>15.1.4 be unable to pay its debts as they fall due;</p> <p>15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;</p> <p>15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;</p> <p>15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;</p> <p>15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or</p> <p>15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</p> <p>15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.</p> <p>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.</p> <p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE</p> <p>16.1 Limitations of Liability</p> <p>16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 33234**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>First Revised Terms &amp; Conditions Replaces Original T-90, T-91 &amp; T-92 Effective 07-11-2019 Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**  
None

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
43001	D	MMBtu	\$ .0000	11/01/2019	N
<b>DESCRIPTION:</b> KENEDY, INC.					
<b>Customer</b>	29391	CONSTELLATION			



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 33234**

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 33854**

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 05/08/2020

**INITIAL SERVICE DATE:** 02/01/2020                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:**

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** Y                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** None

**PREPARER - PERSON FILING**

**RRC NO:** 1182                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Pandy                      **MIDDLE:**                      **LAST NAME:** Livingston

**TITLE:** Reg. Data Specialist

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-5571                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
34368	IINFINITE ENERGY	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 33854
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-13	PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill \$1.09, based on \$1.00 per service line. Collected from April 1, 2019 to April 30, 2019.
T-90 C	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE TEXAS COAST DIVISION RATE SCHEDULE NO. T-90 C</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where</p> <p>(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;            (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;            (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby,            (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and            (e) Company does not take title to or own the gas so transported. DEFINITIONS For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$342.58;            (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein;            (iii) Distribution Charge First 750 MMBtu @ \$0.7500/MMBtu Next 750 MMBtu @ \$0.6000/MMBtu Over 1,500 MMBtu @ \$0.4500/MMBtu            (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,167.58;            (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein;            (iii) Distribution Charge @ \$0.3500/MMBtu            (iv) Payments to Government Authorities, as defined herein.</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,167.58;            (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein;            (iii) Distribution Charge @ \$0.1125/MMBtu            (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 33854
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 33854**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-90 C                      Replaces Rate Schedule T-90                      Effective 07-11-19</p> <p>Tnspt Terms T-90A                      CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 &amp; T-92 1.</p> <p>APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S 2. DEFINITIONS</p> <p>2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p>2.4 The term Btu shall mean British Thermal Unit.</p> <p>2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 33854
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.
	2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.
	2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.
	The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.
	2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
	2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.
	2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.
	2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.
	2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.
	2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.
	2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.
	2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.
	2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.
	2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.
	2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.
	<b>3. APPLICATION FOR SERVICE</b>
	3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.
	3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 33854
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

- (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
- (b) a standby irrevocable letter of credit acceptable to Company; or
- (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

**4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT**

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

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	4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
	4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
	4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.
	4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:
	4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;
	4.4.2 Gas Quantities:
	4.4.2.1 The MDQ;
	4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule
	4.4.3 The Receipt Point(s) and Delivery Point(s);
	4.4.4 Term of Service
	4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;
	4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.
	4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;
	4.4.6 Upstream Pipeline Contact Information for Confirmations
	4.4.7 Indexes:
	4.4.7.1 Applicable Monthly Index;
	4.4.7.2 Applicable Index Adder; and
	4.4.7.3 Applicable Daily Index
	4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.
	4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.
	4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.
	4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.
	4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.
	5. SCHEDULING AND NOMINATIONS



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	<p>5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:</p> <p>(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;</p> <p>(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or</p> <p>(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.</p> <p>5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.</p> <p>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</p> <p>6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> <p>7. RECEIPT OF GAS FOR TRANSPORT</p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>8. WARRANTY OF TITLE</p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p>9. UNACCEPTABLE QUANTITIES</p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p>10. GAS TRANSPORTED BY COMPANY</p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas</p>

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Tnspt Terms T-90B	<p>tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>First Revised Terms &amp; Conditions Replaces Original T-90, T-91 &amp; T-92 Effective 07-11-2019 Terms &amp; Conditions</p> <p>Continuation from Tnspt Terms T-92 A. CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p><b>12. BALANCING</b></p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to:</p> <ul style="list-style-type: none"> <li>(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and</li> <li>(ii) when imbalances occur, to correct any such imbalances as soon as practical.</li> </ul> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including,</p>

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but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or  
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or  
(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ

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plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

## 12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

## 13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section

13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

## 14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's

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	<p>obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.</p>
	<p>15. EVENT OF DEFAULT AND EARLY TERMINATION</p>
	<p>15.1 In the event (each an Event of Default) Shipper or its guarantor shall:</p>
	<p>15.1.1 Make an assignment or any general arrangement for the benefit of creditors;</p>
	<p>15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;</p>
	<p>15.1.3 otherwise become bankrupt or insolvent (however evidenced);</p>
	<p>15.1.4 be unable to pay its debts as they fall due;</p>
	<p>15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;</p>
	<p>15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;</p>
	<p>15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;</p>
	<p>15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or</p>
	<p>15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</p>
	<p>15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.</p>
	<p>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.</p>
	<p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p>
	<p>16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE 16.1 Limitations of Liability</p>
	<p>16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p>
	<p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT      **RRC TARIFF NO:** 33854

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>First Revised Terms &amp; Conditions Replaces Original T-90, T-91 &amp; T-92 Effective 07-11-2019 Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 33854**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
194	D	MMBtu	\$.0000	02/01/2020	N
<b>DESCRIPTION:</b> LA PORTE, INC.					
<b>Customer</b>	34368	IINFINITE ENERGY			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263                      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 34628

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/06/2023

**INITIAL SERVICE DATE:** 10/01/2020                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-91-E-22 to T-91-E-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
41453	SAM HOUSTON STATE UNIV	N	



## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 34628
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-91-E-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE BEAUMONT/EAST TEXAS DIVISION RATE SCHEDULE NO. T-91 E-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$371.40; (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.6000/MMBtu Next 750 MMBtu @ \$0.4000/MMBtu Over 1,500 MMBtu @ \$0.2000/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,196.40; (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>?</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,196.40; (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 34628
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

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**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 34628**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-91 E-23                      Replaces Rate Schedule T-91 E-22                      Effective 06-15-23</p> <p>Tnspt Terms T-91A                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 34628
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.</p> <p>2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</p> <p>2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.</p> <p>2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</p> <p>2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.</p> <p>2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p>
	<p><b>3. APPLICATION FOR SERVICE</b></p> <p>3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural</p>

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	<p>gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> <p>4.4.2.1 The MDQ;</p> <p>4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule</p>

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4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

#### 5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

#### 6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

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	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p><b>9. UNACCEPTABLE QUANTITIES</b></p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p><b>10. GAS TRANSPORTED BY COMPANY</b></p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-91B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with</p>

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	<p>documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical</p>



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	<p>Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <p>Overage Underage</p> <p>Imbalance Level The Company Pays Shipper the Shipper Pays the Following Percentage of the Company the Following Cash-Out Price Percentage of the Cash-Out Price</p> <table border="0"> <tr> <td>From 0% to 5%</td> <td>100%</td> <td>100%</td> </tr> <tr> <td>From 5% to 10%</td> <td>80%</td> <td>120%</td> </tr> <tr> <td>From 10% to 15%</td> <td>70%</td> <td>130%</td> </tr> <tr> <td>From 15% to 20%</td> <td>60%</td> <td>140%</td> </tr> <tr> <td>Greater than 20%</td> <td>50%</td> <td>150%</td> </tr> </table> <p>12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.</p> <p>12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two</p>	From 0% to 5%	100%	100%	From 5% to 10%	80%	120%	From 10% to 15%	70%	130%	From 15% to 20%	60%	140%	Greater than 20%	50%	150%
From 0% to 5%	100%	100%														
From 5% to 10%	80%	120%														
From 10% to 15%	70%	130%														
From 15% to 20%	60%	140%														
Greater than 20%	50%	150%														

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 34628
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.
	14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.
	15. EVENT OF DEFAULT AND EARLY TERMINATION
	15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:
	15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
	15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
	15.1.3 otherwise become bankrupt or insolvent (however evidenced);
	15.1.4 be unable to pay its debts as they fall due;
	15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
	15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;
	15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;
	15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or
	15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;
	then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.
	15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
	15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.
	15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.
	16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE
	16.1 Limitations of Liability
	16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 34628**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Fifth Revised Terms &amp; Conditions    Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023    Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 34628**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
155	D	MMBtu	\$.0000	10/01/2020	N
<b>DESCRIPTION:</b> HUNTSVILLE, INC.					
<b>Customer</b>	41453	SAM HOUSTON STATE UNIV			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263                      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 35440

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/06/2023

**INITIAL SERVICE DATE:** 08/01/2021                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-90-C-22 to T-90-C-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
42087	GAS SOUTH LIMITED	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35440
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-90-C-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE TEXAS COAST DIVISION RATE SCHEDULE NO. T-90 C-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$573.10; (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.7500/MMBtu Next 750 MMBtu @ \$0.6000/MMBtu Over 1,500 MMBtu @ \$0.4500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,398.10; (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.3500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,398.10; (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1125/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu and equal to the higher of:</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35440
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not have gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35440**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-90 C-23                      Replaces Rate Schedule T-90 C-22                      Effective 06-15-23</p> <p>Tnspt Terms T-90A                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed</p>



## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

RRC COID: 6263 COMPANY NAME: CENTERPOINT ENERGY ENTEX

TARIFF CODE: DT RRC TARIFF NO: 35440

## CURRENT RATE COMPONENT

RATE COMP. IDDESCRIPTION

- to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).
- 2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.
- 2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.
- 2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.
- 2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.
- 2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.
- 2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
- 2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.
- 2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.
- 2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.
- 2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.
- 2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.
- 2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.
- 2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.
- 2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.
- 2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.
- 2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

## 3. APPLICATION FOR SERVICE

- 3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.
- 3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.
- 3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.
- 3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.
- 3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of

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	such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.
	3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.
	3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:
	3.6.1.1 A copy of Shipper's most recent audited financial statements;
	3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;
	3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and
	3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.
	3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:
	3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.
	3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.
	3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.
	3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.
	<b>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</b>
	4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.
	4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.
	4.3 All approved Shippers must submit an Exhibit A for any of the following:
	4.3.1 A request to initiate transportation service at a specified Delivery Point;
	4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
	4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
	4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.
	4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:
	4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;
	4.4.2 Gas Quantities:
	4.4.2.1 The MDQ;
	4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule
	4.4.3 The Receipt Point(s) and Delivery Point(s);
	4.4.4 Term of Service
	4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

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	<p>4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.</p> <p>4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;</p> <p>4.4.6 Upstream Pipeline Contact Information for Confirmations</p> <p>4.4.7 Indexes:</p> <p>4.4.7.1 Applicable Monthly Index;</p> <p>4.4.7.2 Applicable Index Adder; and</p> <p>4.4.7.3 Applicable Daily Index</p> <p>4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.</p> <p>4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.</p> <p>4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.</p> <p>4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.</p> <p>4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.</p> <p><b>5. SCHEDULING AND NOMINATIONS</b></p> <p>5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.</p> <p>5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.</p> <p><b>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</b></p> <p>6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> <p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's</p>

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	<p>system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>8. WARRANTY OF TITLE</p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p>9. UNACCEPTABLE QUANTITIES</p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p>10. GAS TRANSPORTED BY COMPANY</p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-90B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p>11. FACILITIES</p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any</p>

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specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.

**12. BALANCING**

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

**12.5 Daily Imbalances During Critical Period Events**

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

**12.6 Multi-day Imbalances**

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available

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	<p>to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <p style="padding-left: 40px;">Overage Underage</p> <p style="padding-left: 40px;">Imbalance Level    The Company Pays Shipper the    Shipper Pays the</p> <p style="padding-left: 40px;">Following Percentage of the    Company the Following Cash-Out Price    Percentage of the Cash-Out Price</p> <p style="padding-left: 40px;">From 0% to 5%    100%    100%</p> <p style="padding-left: 40px;">From 5% to 10%    80%    120%</p> <p style="padding-left: 40px;">From 10% to 15%    70%    130%</p> <p style="padding-left: 40px;">From 15% to 20%    60%    140%</p> <p style="padding-left: 40px;">Greater than 20%    50%    150%</p> <p>12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.</p> <p>12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35440
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

## 14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

## 15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;

then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

## 16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

## 16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

## 16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p>
	<p>Fifth Revised Terms &amp; Conditions    Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023    Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None



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**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

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**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>			
194	D	MMBtu	\$.0000	08/01/2021	N			
<b>DESCRIPTION:</b> LA PORTE, INC.								
<table border="1" style="width:100%"> <tr> <td style="width:15%"><b>Customer</b></td> <td style="width:20%">42087</td> <td style="width:65%">GAS SOUTH LIMITED</td> </tr> </table>						<b>Customer</b>	42087	GAS SOUTH LIMITED
<b>Customer</b>	42087	GAS SOUTH LIMITED						
66265	D	MMBtu	\$.0000	06/01/2022	N			
<b>DESCRIPTION:</b> BAYTOWN, INC.								
<table border="1" style="width:100%"> <tr> <td style="width:15%"><b>Customer</b></td> <td style="width:20%">42087</td> <td style="width:65%">GAS SOUTH LIMITED</td> </tr> </table>						<b>Customer</b>	42087	GAS SOUTH LIMITED
<b>Customer</b>	42087	GAS SOUTH LIMITED						

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

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**RRC COID:** 6263                      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 35441

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/07/2023

**INITIAL SERVICE DATE:** 08/01/2021                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-91-S-22 to T-91-S-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
31483	COKINOS	N	

## GAS SERVICES DIVISION

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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35441
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-91-S-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE SOUTH TEXAS DIVISION RATE SCHEDULE NO. T-91 S-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$470.68; (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.6000/MMBtu Next 750 MMBtu @ \$0.4000/MMBtu Over 1,500 MMBtu @ \$0.2000/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,295.68; (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>?</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,295.68; (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu</p>

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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

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**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be

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**CURRENT RATE COMPONENT**

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	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-91 S-23                      Replaces Rate Schedule T-91 S-22                      Effective 06-15-23</p> <p>Tnspt Terms T-91A                      CENTERPOINT ENERGY ENTEX  GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE  RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23  Rate Schedule T-91 E-23 and T-91 S-23  Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p>

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	<p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.</p> <p>2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</p> <p>2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.</p> <p>2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</p> <p>2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.</p> <p>2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p>
	<p><b>3. APPLICATION FOR SERVICE</b></p> <p>3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural</p>

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	<p>gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> <p>4.4.2.1 The MDQ;</p> <p>4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule</p>

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	4.4.3 The Receipt Point(s) and Delivery Point(s);
	4.4.4 Term of Service
	4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;
	4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.
	4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;
	4.4.6 Upstream Pipeline Contact Information for Confirmations
	4.4.7 Indexes:
	4.4.7.1 Applicable Monthly Index;
	4.4.7.2 Applicable Index Adder; and
	4.4.7.3 Applicable Daily Index
	4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.
	4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.
	4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.
	4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.
	4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.
	<b>5. SCHEDULING AND NOMINATIONS</b>
	5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.
	5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.
	<b>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</b>
	6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.
	6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.
	6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.



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	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p><b>9. UNACCEPTABLE QUANTITIES</b></p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p><b>10. GAS TRANSPORTED BY COMPANY</b></p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-91B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with</p>

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	documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.
	11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.
	12. BALANCING
	12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.
	12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.
	12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.
	12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.
	12.5 Daily Imbalances During Critical Period Events
	12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.
	12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.
	12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.
	12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.
	12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.
	12.6 Multi-day Imbalances
	12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical

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	<p>Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <p>Overage Underage</p> <p>Imbalance Level The Company Pays Shipper the Shipper Pays the                      Following Percentage of the Company the Following Cash-Out Price Percentage of the Cash-Out Price</p> <table border="0"> <tr> <td>From 0% to 5%</td> <td>100%</td> <td>100%</td> </tr> <tr> <td>From 5% to 10%</td> <td>80%</td> <td>120%</td> </tr> <tr> <td>From 10% to 15%</td> <td>70%</td> <td>130%</td> </tr> <tr> <td>From 15% to 20%</td> <td>60%</td> <td>140%</td> </tr> <tr> <td>Greater than 20%</td> <td>50%</td> <td>150%</td> </tr> </table> <p>12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.</p> <p>12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two</p>	From 0% to 5%	100%	100%	From 5% to 10%	80%	120%	From 10% to 15%	70%	130%	From 15% to 20%	60%	140%	Greater than 20%	50%	150%
From 0% to 5%	100%	100%														
From 5% to 10%	80%	120%														
From 10% to 15%	70%	130%														
From 15% to 20%	60%	140%														
Greater than 20%	50%	150%														

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35441
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.
	14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.
	15. EVENT OF DEFAULT AND EARLY TERMINATION
	15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:
	15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
	15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
	15.1.3 otherwise become bankrupt or insolvent (however evidenced);
	15.1.4 be unable to pay its debts as they fall due;
	15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
	15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;
	15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;
	15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or
	15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;
	then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.
	15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
	15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.
	15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.
	16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE
	16.1 Limitations of Liability
	16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the



**RRC COID: 6263**                      **COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT**                      **RRC TARIFF NO: 35441**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>						
43023	D	MMBtu	\$ .0000	03/01/2023	N						
<b>DESCRIPTION:</b> SEGUIN, INC.											
<table border="1" style="width:100%"> <tr> <td style="width:15%"><b>Customer</b></td> <td style="width:20%">31483</td> <td style="width:20%">COKINOS</td> <td colspan="3"></td> </tr> </table>						<b>Customer</b>	31483	COKINOS			
<b>Customer</b>	31483	COKINOS									
42969	D	MMBtu	\$1.1900	12/01/2021	N						
<b>DESCRIPTION:</b> BASTROP, ENVIRONS											
<table border="1" style="width:100%"> <tr> <td style="width:15%"><b>Customer</b></td> <td style="width:20%">31483</td> <td style="width:20%">COKINOS</td> <td colspan="3"></td> </tr> </table>						<b>Customer</b>	31483	COKINOS			
<b>Customer</b>	31483	COKINOS									
43013	D	MMBtu	\$ .0000	08/01/2021	N						
<b>DESCRIPTION:</b> NEW BRAUNFELS, ENVIRONS											
<table border="1" style="width:100%"> <tr> <td style="width:15%"><b>Customer</b></td> <td style="width:20%">31483</td> <td style="width:20%">COKINOS</td> <td colspan="3"></td> </tr> </table>						<b>Customer</b>	31483	COKINOS			
<b>Customer</b>	31483	COKINOS									

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263                      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 35443

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/07/2023

**INITIAL SERVICE DATE:** 08/01/2021                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-91-S-22 to T-91-S-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
40998	SYMMETRY ENERGY SERVICES	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35443
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-91-S-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE SOUTH TEXAS DIVISION RATE SCHEDULE NO. T-91 S-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$470.68; (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.6000/MMBtu Next 750 MMBtu @ \$0.4000/MMBtu Over 1,500 MMBtu @ \$0.2000/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,295.68; (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>?</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,295.68; (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu</p>



## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35443
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not have gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

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**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35443**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-91 S-23                      Replaces Rate Schedule T-91 S-22                      Effective 06-15-23</p> <p>Tnspt Terms T-91A      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35443
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**CURRENT RATE COMPONENT**

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	<p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.</p> <p>2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</p> <p>2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.</p> <p>2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</p> <p>2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.</p> <p>2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p>
	<p><b>3. APPLICATION FOR SERVICE</b></p> <p>3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural</p>

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gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

#### 4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule

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4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

#### 5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

#### 6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

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	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p><b>9. UNACCEPTABLE QUANTITIES</b></p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p><b>10. GAS TRANSPORTED BY COMPANY</b></p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-91B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with</p>

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	<p>documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical</p>

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	<p>Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <p>Overage Underage</p> <p>Imbalance Level The Company Pays Shipper the Shipper Pays the Following Percentage of the Company the Following Cash-Out Price Percentage of the Cash-Out Price</p> <table border="0"> <tr> <td>From 0% to 5%</td> <td>100%</td> <td>100%</td> </tr> <tr> <td>From 5% to 10%</td> <td>80%</td> <td>120%</td> </tr> <tr> <td>From 10% to 15%</td> <td>70%</td> <td>130%</td> </tr> <tr> <td>From 15% to 20%</td> <td>60%</td> <td>140%</td> </tr> <tr> <td>Greater than 20%</td> <td>50%</td> <td>150%</td> </tr> </table> <p>12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.</p> <p>12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two</p>	From 0% to 5%	100%	100%	From 5% to 10%	80%	120%	From 10% to 15%	70%	130%	From 15% to 20%	60%	140%	Greater than 20%	50%	150%
From 0% to 5%	100%	100%														
From 5% to 10%	80%	120%														
From 10% to 15%	70%	130%														
From 15% to 20%	60%	140%														
Greater than 20%	50%	150%														



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35443
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.
	14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.
	15. EVENT OF DEFAULT AND EARLY TERMINATION
	15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:
	15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
	15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
	15.1.3 otherwise become bankrupt or insolvent (however evidenced);
	15.1.4 be unable to pay its debts as they fall due;
	15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
	15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;
	15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;
	15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or
	15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;
	then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.
	15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
	15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.
	15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.
	16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE
	16.1 Limitations of Liability
	16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35443
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.

16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

## 16.2 Force Majeure

16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

Fifth Revised Terms & Conditions Replaces Fourth Revised T-90, T-91 & T-92 Effective 06-15-2023 Terms & Conditions

**RATE ADJUSTMENT PROVISIONS:**

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263**                      **COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT**                      **RRC TARIFF NO: 35443**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
42993	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> HONDO, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
108922	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> ELGIN, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
42969	D	MMBtu	\$1.1900	08/01/2021	N
<b>DESCRIPTION:</b> BASTROP, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
43001	D	MMBtu	\$ .0000	11/01/2022	N
<b>DESCRIPTION:</b> KENEDY, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
43003	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> LAREDO, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
43013	D	MMBtu	\$ .0000	11/01/2021	N
<b>DESCRIPTION:</b> NEW BRAUNFELS, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
43019	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> SAN MARCOS, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
43021	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> SCHULENBURG, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
43023	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> SEGUIN, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
43033	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> VICTORIA, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35443**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
78743	D	MMBtu	\$.0000	08/01/2021	N
<b>DESCRIPTION:</b> KYLE, INC.					
<b>Customer</b>	40998	SYMMETRY ENERGY SERVICES			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263                      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 35444

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/07/2023

**INITIAL SERVICE DATE:** 08/01/2021                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-91-S-22 to T-91-S-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
42088	TEXICAN	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35444
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-91-S-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE SOUTH TEXAS DIVISION RATE SCHEDULE NO. T-91 S-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$470.68; (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.6000/MMBtu Next 750 MMBtu @ \$0.4000/MMBtu Over 1,500 MMBtu @ \$0.2000/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,295.68; (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>?</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,295.68; (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35444
------------------------	-----------------------------

**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

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**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be

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	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-91 S-23                      Replaces Rate Schedule T-91 S-22                      Effective 06-15-23</p> <p>Tnspt Terms T-91A      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p>



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	<p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.</p> <p>2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</p> <p>2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.</p> <p>2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</p> <p>2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.</p> <p>2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p>
	<p><b>3. APPLICATION FOR SERVICE</b></p> <p>3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural</p>

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gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

#### 4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule

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4.4.3	The Receipt Point(s) and Delivery Point(s);
4.4.4	Term of Service
4.4.4.1	Shipper or potential Shipper must request an initial minimum term of one year to initiate service;
4.4.4.2	Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.
4.4.5	Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;
4.4.6	Upstream Pipeline Contact Information for Confirmations
4.4.7	Indexes:
4.4.7.1	Applicable Monthly Index;
4.4.7.2	Applicable Index Adder; and
4.4.7.3	Applicable Daily Index
4.4.8	Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.
4.5	Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.
4.6	The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.
4.7	Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.
4.8	Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.
5.	<b>SCHEDULING AND NOMINATIONS</b>
5.1	Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.
5.2	Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.
6.	<b>APPLICATION OF GENERAL TERMS AND CONDITIONS</b>
6.1	Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.
6.2	The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.
6.3	These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

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	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p><b>9. UNACCEPTABLE QUANTITIES</b></p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p><b>10. GAS TRANSPORTED BY COMPANY</b></p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-91B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with</p>

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	<p>documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35444
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>															
	<p>Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <p>Overage Underage</p> <p>Imbalance Level The Company Pays Shipper the Shipper Pays the                      Following Percentage of the Company the Following Cash-Out Price Percentage of the Cash-Out Price</p> <table border="0"> <tr> <td>From 0% to 5%</td> <td>100%</td> <td>100%</td> </tr> <tr> <td>From 5% to 10%</td> <td>80%</td> <td>120%</td> </tr> <tr> <td>From 10% to 15%</td> <td>70%</td> <td>130%</td> </tr> <tr> <td>From 15% to 20%</td> <td>60%</td> <td>140%</td> </tr> <tr> <td>Greater than 20%</td> <td>50%</td> <td>150%</td> </tr> </table> <p>12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.</p> <p>12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two</p>	From 0% to 5%	100%	100%	From 5% to 10%	80%	120%	From 10% to 15%	70%	130%	From 15% to 20%	60%	140%	Greater than 20%	50%	150%
From 0% to 5%	100%	100%														
From 5% to 10%	80%	120%														
From 10% to 15%	70%	130%														
From 15% to 20%	60%	140%														
Greater than 20%	50%	150%														

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35444
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.
	14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.
	15. EVENT OF DEFAULT AND EARLY TERMINATION
	15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:
	15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
	15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
	15.1.3 otherwise become bankrupt or insolvent (however evidenced);
	15.1.4 be unable to pay its debts as they fall due;
	15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
	15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;
	15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;
	15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or
	15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;
	then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.
	15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
	15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.
	15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.
	16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE
	16.1 Limitations of Liability
	16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35444
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None
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GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35444**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
58942	D	MMBtu	\$ .0000	10/01/2021	N
<b>DESCRIPTION:</b> SMITHVILLE, ENV.					
Customer 42088 TEXICAN					
42969	D	MMBtu	\$ .0000	10/01/2021	N
<b>DESCRIPTION:</b> BASTROP, ENVIRONS					
Customer 42088 TEXICAN					
43013	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> NEW BRAUNFELS, ENVIRONS					
Customer 42088 TEXICAN					

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263**                      **COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT**                      **RRC TARIFF NO: 35446**

**DESCRIPTION:** Distribution Transportation                      **STATUS: A**

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE: 07/07/2023**

**INITIAL SERVICE DATE: 08/01/2021**                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE: 06/15/2023**

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING: N**                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Eff. 6/15/2023 Revised T-91-S-22 to T-91-S-23

**PREPARER - PERSON FILING**

**RRC NO: 1305**                      **ACTIVE FLAG: Y**                      **INACTIVE DATE:**

**FIRST NAME: Petra**                      **MIDDLE:**                      **LAST NAME: Custer**

**TITLE: Coordinator Regulatory**

**ADDRESS LINE 1: P.O. Box 2628**

**ADDRESS LINE 2:**

**CITY: Houston**                      **STATE: TX**                      **ZIP: 77252**                      **ZIP4: 2628**

**AREA CODE: 713**                      **PHONE NO: 207-3363**                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
31483	COKINOS	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35446
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-91-S-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE SOUTH TEXAS DIVISION RATE SCHEDULE NO. T-91 S-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$470.68; (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.6000/MMBtu Next 750 MMBtu @ \$0.4000/MMBtu Over 1,500 MMBtu @ \$0.2000/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,295.68; (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>?</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,295.68; (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35446
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

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**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be

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	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-91 S-23                      Replaces Rate Schedule T-91 S-22                      Effective 06-15-23</p> <p>Tnspt Terms T-91A      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p>

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	<p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.</p> <p>2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</p> <p>2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.</p> <p>2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</p> <p>2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.</p> <p>2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p>
	<p><b>3. APPLICATION FOR SERVICE</b></p> <p>3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural</p>

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	<p>gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> <p>4.4.2.1 The MDQ;</p> <p>4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule</p>

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4.4.3	The Receipt Point(s) and Delivery Point(s);
4.4.4	Term of Service
4.4.4.1	Shipper or potential Shipper must request an initial minimum term of one year to initiate service;
4.4.4.2	Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.
4.4.5	Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;
4.4.6	Upstream Pipeline Contact Information for Confirmations
4.4.7	Indexes:
4.4.7.1	Applicable Monthly Index;
4.4.7.2	Applicable Index Adder; and
4.4.7.3	Applicable Daily Index
4.4.8	Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.
4.5	Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.
4.6	The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.
4.7	Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.
4.8	Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.
5.	<b>SCHEDULING AND NOMINATIONS</b>
5.1	Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.
5.2	Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.
6.	<b>APPLICATION OF GENERAL TERMS AND CONDITIONS</b>
6.1	Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.
6.2	The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.
6.3	These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.



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	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p><b>9. UNACCEPTABLE QUANTITIES</b></p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p><b>10. GAS TRANSPORTED BY COMPANY</b></p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-91B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with</p>

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	documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.
	11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.
	12. BALANCING
	12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.
	12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.
	12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.
	12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.
	12.5 Daily Imbalances During Critical Period Events
	12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.
	12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.
	12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.
	12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.
	12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.
	12.6 Multi-day Imbalances
	12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical

GAS SERVICES DIVISION

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<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>															
	<p>Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <p>Overage Underage</p> <p>Imbalance Level The Company Pays Shipper the Shipper Pays the            Following Percentage of the Company the Following Cash-Out Price Percentage of the Cash-Out Price</p> <table border="0"> <tr> <td>From 0% to 5%</td> <td>100%</td> <td>100%</td> </tr> <tr> <td>From 5% to 10%</td> <td>80%</td> <td>120%</td> </tr> <tr> <td>From 10% to 15%</td> <td>70%</td> <td>130%</td> </tr> <tr> <td>From 15% to 20%</td> <td>60%</td> <td>140%</td> </tr> <tr> <td>Greater than 20%</td> <td>50%</td> <td>150%</td> </tr> </table> <p>12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.</p> <p>12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two</p>	From 0% to 5%	100%	100%	From 5% to 10%	80%	120%	From 10% to 15%	70%	130%	From 15% to 20%	60%	140%	Greater than 20%	50%	150%
From 0% to 5%	100%	100%														
From 5% to 10%	80%	120%														
From 10% to 15%	70%	130%														
From 15% to 20%	60%	140%														
Greater than 20%	50%	150%														

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35446
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.
	14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.
	15. EVENT OF DEFAULT AND EARLY TERMINATION
	15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:
	15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
	15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
	15.1.3 otherwise become bankrupt or insolvent (however evidenced);
	15.1.4 be unable to pay its debts as they fall due;
	15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
	15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;
	15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;
	15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or
	15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;
	then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.
	15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
	15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.
	15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.
	16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE
	16.1 Limitations of Liability
	16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35446
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None
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GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35446**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
43035	D	MMBtu	\$ .0000	03/01/2023	N
<b>DESCRIPTION:</b> WEIMAR, INC.					
Customer      31483                      COKINOS					
43019	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> SAN MARCOS, INC.					
Customer      31483                      COKINOS					
43033	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> VICTORIA, INC.					
Customer      31483                      COKINOS					
73133	D	MMBtu	\$ .0000	08/01/2022	N
<b>DESCRIPTION:</b> ALICE, INC.					
Customer      31483                      COKINOS					

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35447**

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/07/2023

**INITIAL SERVICE DATE:** 08/01/2021                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-91-S-22 to T-91-S-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
29391	CONSTELLATION	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35447
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-91-S-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE SOUTH TEXAS DIVISION RATE SCHEDULE NO. T-91 S-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$470.68; (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.6000/MMBtu Next 750 MMBtu @ \$0.4000/MMBtu Over 1,500 MMBtu @ \$0.2000/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,295.68; (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>?</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,295.68; (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu</p>



GAS SERVICES DIVISION

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<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	and equal to the higher of:
	(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;
	a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;
	b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;
	c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;
	d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;
	(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.
	(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.
	?
	<b>ANNUAL RATE ADJUSTMENT</b>
	The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.
	<b>EQUIVALENT QUANTITY OF NATURAL GAS</b>
	The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.
	<b>PAYMENTS TO GOVERNMENTAL AUTHORITIES</b>
	In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.
	<b>OTHER CHARGES</b>
	Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.
	<b>BILLING AND PAYMENT</b>
	Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be

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	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-91 S-23                      Replaces Rate Schedule T-91 S-22                      Effective 06-15-23</p> <p>Tnspt Terms T-91A      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p>

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	<p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.</p> <p>2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</p> <p>2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.</p> <p>2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</p> <p>2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.</p> <p>2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p> <p><b>3. APPLICATION FOR SERVICE</b></p> <p>3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural</p>

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	<p>gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> <p>4.4.2.1 The MDQ;</p> <p>4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule</p>

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4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

#### 5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

#### 6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

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	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p><b>9. UNACCEPTABLE QUANTITIES</b></p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p><b>10. GAS TRANSPORTED BY COMPANY</b></p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-91B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with</p>

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35447**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <p>Overage Underage</p> <p>Imbalance Level    The Company Pays Shipper the    Shipper Pays the            Following Percentage of the    Company the Following Cash-Out Price    Percentage of the Cash-Out Price</p> <p>From 0% to 5%    100%    100%</p> <p>From 5% to 10%    80%    120%</p> <p>From 10% to 15%    70%    130%</p> <p>From 15% to 20%    60%    140%</p> <p>Greater than 20%    50%    150%</p> <p>12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.</p> <p>12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two</p>



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35447
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.
	14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.
	15. EVENT OF DEFAULT AND EARLY TERMINATION
	15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:
	15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
	15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
	15.1.3 otherwise become bankrupt or insolvent (however evidenced);
	15.1.4 be unable to pay its debts as they fall due;
	15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
	15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;
	15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;
	15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or
	15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;
	then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.
	15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
	15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.
	15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.
	16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE
	16.1 Limitations of Liability
	16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263                      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 35447

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Fifth Revised Terms &amp; Conditions    Replaces Fourth Revised T-90, T-91 &amp; T-92    Effective 06-15-2023    Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35447**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>						
43023	D	MMBtu	\$.0000	05/01/2022	N						
<b>DESCRIPTION:</b> SEGUIN, INC.											
<table border="1" style="width:100%"> <tr> <td><b>Customer</b></td> <td>29391</td> <td colspan="4">CONSTELLATION</td> </tr> </table>						<b>Customer</b>	29391	CONSTELLATION			
<b>Customer</b>	29391	CONSTELLATION									
77070	D	MMBTu	\$.0000	08/01/2021	N						
<b>DESCRIPTION:</b> JOURDANTON, INC.											
<table border="1" style="width:100%"> <tr> <td><b>Customer</b></td> <td>29391</td> <td colspan="4">CONSTELLATION</td> </tr> </table>						<b>Customer</b>	29391	CONSTELLATION			
<b>Customer</b>	29391	CONSTELLATION									

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35448**

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/07/2023

**INITIAL SERVICE DATE:** 08/01/2021                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-91-S-22 to T-91-S-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
40998	SYMMETRY ENERGY SERVICES	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35448
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-91-S-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE SOUTH TEXAS DIVISION RATE SCHEDULE NO. T-91 S-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$470.68; (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.6000/MMBtu Next 750 MMBtu @ \$0.4000/MMBtu Over 1,500 MMBtu @ \$0.2000/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,295.68; (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>?</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,295.68; (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35448
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	and equal to the higher of:
	(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;
	a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;
	b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;
	c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;
	d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;
	(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.
	(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.
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	<b>ANNUAL RATE ADJUSTMENT</b>
	The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.
	<b>EQUIVALENT QUANTITY OF NATURAL GAS</b>
	The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.
	<b>PAYMENTS TO GOVERNMENTAL AUTHORITIES</b>
	In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.
	<b>OTHER CHARGES</b>
	Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.
	<b>BILLING AND PAYMENT</b>
	Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be

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	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-91 S-23                      Replaces Rate Schedule T-91 S-22                      Effective 06-15-23</p> <p>Tnspt Terms T-91A                      CENTERPOINT ENERGY ENTEX  GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE  RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23  Rate Schedule T-91 E-23 and T-91 S-23  Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p>

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	<p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.</p> <p>2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</p> <p>2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.</p> <p>2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</p> <p>2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.</p> <p>2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p> <p><b>3. APPLICATION FOR SERVICE</b></p> <p>3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural</p>



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	<p>gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> <p>4.4.2.1 The MDQ;</p> <p>4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule</p>

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4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

#### 5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

#### 6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

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	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p><b>9. UNACCEPTABLE QUANTITIES</b></p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p><b>10. GAS TRANSPORTED BY COMPANY</b></p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-91B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with</p>

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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35448
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>															
	<p>Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <p>Overage Underage</p> <p>Imbalance Level The Company Pays Shipper the Shipper Pays the Following Percentage of the Company the Following Cash-Out Price Percentage of the Cash-Out Price</p> <table border="0"> <tr> <td>From 0% to 5%</td> <td>100%</td> <td>100%</td> </tr> <tr> <td>From 5% to 10%</td> <td>80%</td> <td>120%</td> </tr> <tr> <td>From 10% to 15%</td> <td>70%</td> <td>130%</td> </tr> <tr> <td>From 15% to 20%</td> <td>60%</td> <td>140%</td> </tr> <tr> <td>Greater than 20%</td> <td>50%</td> <td>150%</td> </tr> </table> <p>12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.</p> <p>12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two</p>	From 0% to 5%	100%	100%	From 5% to 10%	80%	120%	From 10% to 15%	70%	130%	From 15% to 20%	60%	140%	Greater than 20%	50%	150%
From 0% to 5%	100%	100%														
From 5% to 10%	80%	120%														
From 10% to 15%	70%	130%														
From 15% to 20%	60%	140%														
Greater than 20%	50%	150%														

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35448
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.
	14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.
	15. EVENT OF DEFAULT AND EARLY TERMINATION
	15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:
	15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
	15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
	15.1.3 otherwise become bankrupt or insolvent (however evidenced);
	15.1.4 be unable to pay its debts as they fall due;
	15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
	15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;
	15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;
	15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or
	15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;
	then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.
	15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
	15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.
	15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.
	16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE
	16.1 Limitations of Liability
	16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT      **RRC TARIFF NO:** 35448

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Fifth Revised Terms &amp; Conditions    Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023    Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263**                      **COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT**                      **RRC TARIFF NO: 35448**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
43003	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> LAREDO, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
43014	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> NEW BRAUNFELS, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
43019	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> SAN MARCOS, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
43023	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> SEGUIN, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
43033	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> VICTORIA, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
43034	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> WEIMAR, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
43035	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> WEIMAR, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
73133	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> ALICE, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
78743	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> KYLE, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
86346	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> GIDDINGS, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					



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GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35448**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>						
93126	D	MMBtu	\$.0000	08/01/2022	N						
<b>DESCRIPTION:</b> ODEM, ENVIRONS											
<table border="1" style="width:100%"> <tr> <td style="width:15%"><b>Customer</b></td> <td style="width:15%">40998</td> <td colspan="4">SYMMETRY ENERGY SERVICES</td> </tr> </table>						<b>Customer</b>	40998	SYMMETRY ENERGY SERVICES			
<b>Customer</b>	40998	SYMMETRY ENERGY SERVICES									

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35450**

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/07/2023

**INITIAL SERVICE DATE:** 08/01/2021                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-91-S-22 to T-91-S-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
42089	TRAFIGURA TRADING LLC	N	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35450**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	<p>IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.</p>
T-91-S-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE SOUTH TEXAS DIVISION RATE SCHEDULE NO. T-91 S-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <ul style="list-style-type: none"> <li>(i) Customer Charge @ \$470.68;</li> <li>(ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein;</li> <li>(iii) Distribution Charge <ul style="list-style-type: none"> <li>First 750 MMBtu @ \$0.6000/MMBtu</li> <li>Next 750 MMBtu @ \$0.4000/MMBtu</li> <li>Over 1,500 MMBtu @ \$0.2000/MMBtu</li> </ul> </li> <li>(iv) Payments to Government Authorities, as defined herein.</li> </ul> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <ul style="list-style-type: none"> <li>(i) Customer Charge @ \$1,295.68;</li> <li>(ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein;</li> <li>(iii) Distribution Charge @ \$0.1500/MMBtu</li> <li>(iv) Payments to Government Authorities, as defined herein.</li> </ul> <p>?</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <ul style="list-style-type: none"> <li>(i) Customer Charge @ \$1,295.68;</li> <li>(ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein;</li> <li>(iii) Distribution Charge @ \$0.1000/MMBtu</li> <li>(iv) Payments to Government Authorities, as defined herein.</li> </ul> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu</p>

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	and equal to the higher of:
	(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;
	a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;
	b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;
	c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;
	d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;
	(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.
	(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.
	?
	<b>ANNUAL RATE ADJUSTMENT</b>
	The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.
	<b>EQUIVALENT QUANTITY OF NATURAL GAS</b>
	The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.
	<b>PAYMENTS TO GOVERNMENTAL AUTHORITIES</b>
	In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.
	<b>OTHER CHARGES</b>
	Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.
	<b>BILLING AND PAYMENT</b>
	Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be

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	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-91 S-23                      Replaces Rate Schedule T-91 S-22                      Effective 06-15-23</p> <p>Tnspt Terms T-91A      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p>

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	<p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.</p> <p>2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</p> <p>2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.</p> <p>2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</p> <p>2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.</p> <p>2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p>
	<p><b>3. APPLICATION FOR SERVICE</b></p> <p>3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural</p>

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	<p>gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> <p>4.4.2.1 The MDQ;</p> <p>4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule</p>

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4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

#### 5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

#### 6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.



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	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p><b>9. UNACCEPTABLE QUANTITIES</b></p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p><b>10. GAS TRANSPORTED BY COMPANY</b></p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-91B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35450
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical</p>

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>															
	<p>Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <p>Overage Underage</p> <p>Imbalance Level The Company Pays Shipper the Shipper Pays the                      Following Percentage of the Company the Following Cash-Out Price Percentage of the Cash-Out Price</p> <table border="0"> <tr> <td>From 0% to 5%</td> <td>100%</td> <td>100%</td> </tr> <tr> <td>From 5% to 10%</td> <td>80%</td> <td>120%</td> </tr> <tr> <td>From 10% to 15%</td> <td>70%</td> <td>130%</td> </tr> <tr> <td>From 15% to 20%</td> <td>60%</td> <td>140%</td> </tr> <tr> <td>Greater than 20%</td> <td>50%</td> <td>150%</td> </tr> </table> <p>12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.</p> <p>12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two</p>	From 0% to 5%	100%	100%	From 5% to 10%	80%	120%	From 10% to 15%	70%	130%	From 15% to 20%	60%	140%	Greater than 20%	50%	150%
From 0% to 5%	100%	100%														
From 5% to 10%	80%	120%														
From 10% to 15%	70%	130%														
From 15% to 20%	60%	140%														
Greater than 20%	50%	150%														

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35450
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.
	14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.
	15. EVENT OF DEFAULT AND EARLY TERMINATION
	15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:
	15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
	15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
	15.1.3 otherwise become bankrupt or insolvent (however evidenced);
	15.1.4 be unable to pay its debts as they fall due;
	15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
	15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;
	15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;
	15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or
	15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;
	then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.
	15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
	15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.
	15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.
	16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE
	16.1 Limitations of Liability
	16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35450**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Fifth Revised Terms &amp; Conditions    Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023    Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35450**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>			
183	D	MMBtu	\$.0032	08/01/2021	N			
<b>DESCRIPTION:</b> KINGSVILLE, INC.								
<table border="1" style="width:100%"> <tr> <td style="width:15%"><b>Customer</b></td> <td style="width:20%">42089</td> <td style="width:65%">TRAFIGURA TRADING LLC</td> </tr> </table>						<b>Customer</b>	42089	TRAFIGURA TRADING LLC
<b>Customer</b>	42089	TRAFIGURA TRADING LLC						

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263                      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 35451

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/06/2023

**INITIAL SERVICE DATE:** 08/01/2021                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-90-C-22 to T-90-C-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
31483	COKINOS	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35451
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-90-C-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE TEXAS COAST DIVISION RATE SCHEDULE NO. T-90 C-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$573.10; (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.7500/MMBtu Next 750 MMBtu @ \$0.6000/MMBtu Over 1,500 MMBtu @ \$0.4500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,398.10; (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.3500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,398.10; (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1125/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu and equal to the higher of:</p>



## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not have gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35451**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-90 C-23                      Replaces Rate Schedule T-90 C-22                      Effective 06-15-23</p> <p>Tnspt Terms T-90A                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed</p>

GAS SERVICES DIVISION

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**CURRENT RATE COMPONENT**

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	to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).
	2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.
	2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.
	2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.
	2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.
	2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.
	2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
	2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.
	2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.
	2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.
	2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.
	2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.
	2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.
	2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.
	2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.
	2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.
	2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.
	<b>3. APPLICATION FOR SERVICE</b>
	3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.
	3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.
	3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.
	3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.
	3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

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	<p>such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> <p>4.4.2.1 The MDQ;</p> <p>4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule</p> <p>4.4.3 The Receipt Point(s) and Delivery Point(s);</p> <p>4.4.4 Term of Service</p> <p>4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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**CURRENT RATE COMPONENT**

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	<p>4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.</p> <p>4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;</p> <p>4.4.6 Upstream Pipeline Contact Information for Confirmations</p> <p>4.4.7 Indexes:</p> <p>4.4.7.1 Applicable Monthly Index;</p> <p>4.4.7.2 Applicable Index Adder; and</p> <p>4.4.7.3 Applicable Daily Index</p> <p>4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.</p> <p>4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.</p> <p>4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.</p> <p>4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.</p> <p>4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.</p> <p><b>5. SCHEDULING AND NOMINATIONS</b></p> <p>5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.</p> <p>5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.</p> <p><b>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</b></p> <p>6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> <p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's</p>



## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

RRC COID: 6263

COMPANY NAME: CENTERPOINT ENERGY ENTEX

TARIFF CODE: DT

RRC TARIFF NO: 35451

## CURRENT RATE COMPONENT

RATE COMP. IDDESCRIPTION

specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.

## 12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

## 12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

## 12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available

GAS SERVICES DIVISION

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	<p>to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <p style="padding-left: 40px;">Overage Underage</p> <p style="padding-left: 40px;">Imbalance Level    The Company Pays Shipper the    Shipper Pays the</p> <p style="padding-left: 40px;">Following Percentage of the    Company the Following Cash-Out Price    Percentage of the Cash-Out Price</p> <p style="padding-left: 40px;">From 0% to 5%    100%    100%</p> <p style="padding-left: 40px;">From 5% to 10%    80%    120%</p> <p style="padding-left: 40px;">From 10% to 15%    70%    130%</p> <p style="padding-left: 40px;">From 15% to 20%    60%    140%</p> <p style="padding-left: 40px;">Greater than 20%    50%    150%</p> <p>12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.</p> <p>12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.</p>



## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35451
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
14. ASSURANCE OF PERFORMANCE	<p>If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.</p>
15. EVENT OF DEFAULT AND EARLY TERMINATION	<p>15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:</p> <p>15.1.1 Make an assignment or any general arrangement for the benefit of creditors;</p> <p>15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;</p> <p>15.1.3 otherwise become bankrupt or insolvent (however evidenced);</p> <p>15.1.4 be unable to pay its debts as they fall due;</p> <p>15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;</p> <p>15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;</p> <p>15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;</p> <p>15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or</p> <p>15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;</p> <p>then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</p> <p>15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.</p> <p>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.</p> <p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p>
16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE	<p>16.1 Limitations of Liability</p> <p>16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE</p>

GAS SERVICES DIVISION

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<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35451
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p>
	<p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35451**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
194	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> LA PORTE, INC.					
Customer      31483                      COKINOS					
352	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> TEXAS CITY, INC.					
Customer      31483                      COKINOS					
58935	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> WEBSTER, INC.					
Customer      31483                      COKINOS					

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263                      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 35453

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/06/2023

**INITIAL SERVICE DATE:** 08/01/2021                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-90-C-22 to T-90-C-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
29391	CONSTELLATION	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35453
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-90-C-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE TEXAS COAST DIVISION RATE SCHEDULE NO. T-90 C-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$573.10; (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.7500/MMBtu Next 750 MMBtu @ \$0.6000/MMBtu Over 1,500 MMBtu @ \$0.4500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,398.10; (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.3500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,398.10; (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1125/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu and equal to the higher of:</p>

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(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not have gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall

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	<p>bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-90 C-23                      Replaces Rate Schedule T-90 C-22                      Effective 06-15-23</p> <p>Tnspt Terms T-90A                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed</p>

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	to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).
	2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.
	2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.
	2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.
	2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.
	2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.
	2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
	2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.
	2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.
	2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.
	2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.
	2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.
	2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.
	2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.
	2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.
	2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.
	2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.
	<b>3. APPLICATION FOR SERVICE</b>
	3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.
	3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.
	3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.
	3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.
	3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of



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	<p>such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> <p>4.4.2.1 The MDQ;</p> <p>4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule</p> <p>4.4.3 The Receipt Point(s) and Delivery Point(s);</p> <p>4.4.4 Term of Service</p> <p>4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;</p>

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	4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.
	4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;
	4.4.6 Upstream Pipeline Contact Information for Confirmations
	4.4.7 Indexes:
	4.4.7.1 Applicable Monthly Index;
	4.4.7.2 Applicable Index Adder; and
	4.4.7.3 Applicable Daily Index
	4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.
	4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.
	4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.
	4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.
	4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.
	<b>5. SCHEDULING AND NOMINATIONS</b>
	5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.
	5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.
	<b>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</b>
	6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.
	6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.
	6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.
	<b>7. RECEIPT OF GAS FOR TRANSPORT</b>
	7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's

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	<p>system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>8. WARRANTY OF TITLE</p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p>9. UNACCEPTABLE QUANTITIES</p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p>10. GAS TRANSPORTED BY COMPANY</p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-90B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p>11. FACILITIES</p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available</p>

GAS SERVICES DIVISION

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**CURRENT RATE COMPONENT**

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	to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.
	12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.
	12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.
	12.7 Monthly Imbalances
	12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.
	Overage Underage
	Imbalance Level The Company Pays Shipper the Shipper Pays the Following Percentage of the Company the Following Cash-Out Price Percentage of the Cash-Out Price
	From 0% to 5% 100% 100%
	From 5% to 10% 80% 120%
	From 10% to 15% 70% 130%
	From 15% to 20% 60% 140%
	Greater than 20% 50% 150%
	12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.
	12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.
	12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.
	13. BILLING AND PAYMENT
	13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.
	13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.
	13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.
	13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.
	13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35453
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

## 14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

## 15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;

then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

## 16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

## 16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

## 16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35453**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p>
	<p>Fifth Revised Terms &amp; Conditions    Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023    Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35453**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
68836	D	MMBtu	\$.0000	02/01/2023	N
<b>DESCRIPTION:</b> BROOKSHIRE, ENVIRONS					
<b>Customer</b>	29391	CONSTELLATION			
352	D	MMBtu	\$.0000	08/01/2021	N
<b>DESCRIPTION:</b> TEXAS CITY, INC.					
<b>Customer</b>	29391	CONSTELLATION			
58935	D	MMBtu	\$.0000	08/01/2021	N
<b>DESCRIPTION:</b> WEBSTER, INC.					
<b>Customer</b>	29391	CONSTELLATION			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263                      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 35454

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/06/2023

**INITIAL SERVICE DATE:** 08/01/2021                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-90-C-22 to T-90-C-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
42087	GAS SOUTH LIMITED	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35454
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-90-C-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE TEXAS COAST DIVISION RATE SCHEDULE NO. T-90 C-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$573.10; (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.7500/MMBtu Next 750 MMBtu @ \$0.6000/MMBtu Over 1,500 MMBtu @ \$0.4500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,398.10; (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.3500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,398.10; (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1125/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu and equal to the higher of:</p>

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(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not have gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall

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	<p>bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-90 C-23                      Replaces Rate Schedule T-90 C-22                      Effective 06-15-23</p> <p>Tnspt Terms T-90A                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed</p>

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	to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).
	2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.
	2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.
	2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.
	2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.
	2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.
	2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
	2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.
	2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.
	2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.
	2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.
	2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.
	2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.
	2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.
	2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.
	2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.
	2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.
	<b>3. APPLICATION FOR SERVICE</b>
	3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.
	3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.
	3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.
	3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.
	3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of

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	such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.
	3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.
	3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:
	3.6.1.1 A copy of Shipper's most recent audited financial statements;
	3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;
	3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and
	3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.
	3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:
	3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.
	3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.
	3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.
	3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.
	<b>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</b>
	4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.
	4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.
	4.3 All approved Shippers must submit an Exhibit A for any of the following:
	4.3.1 A request to initiate transportation service at a specified Delivery Point;
	4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
	4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
	4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.
	4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:
	4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;
	4.4.2 Gas Quantities:
	4.4.2.1 The MDQ;
	4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule
	4.4.3 The Receipt Point(s) and Delivery Point(s);
	4.4.4 Term of Service
	4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

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	<p>4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.</p> <p>4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;</p> <p>4.4.6 Upstream Pipeline Contact Information for Confirmations</p> <p>4.4.7 Indexes:</p> <p>4.4.7.1 Applicable Monthly Index;</p> <p>4.4.7.2 Applicable Index Adder; and</p> <p>4.4.7.3 Applicable Daily Index</p> <p>4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.</p> <p>4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.</p> <p>4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.</p> <p>4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.</p> <p>4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.</p> <p><b>5. SCHEDULING AND NOMINATIONS</b></p> <p>5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.</p> <p>5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.</p> <p><b>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</b></p> <p>6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> <p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's</p>

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	<p>system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>8. WARRANTY OF TITLE</p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p>9. UNACCEPTABLE QUANTITIES</p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p>10. GAS TRANSPORTED BY COMPANY</p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-90B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p>11. FACILITIES</p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any</p>



## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.

**12. BALANCING**

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

**12.5 Daily Imbalances During Critical Period Events**

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

**12.6 Multi-day Imbalances**

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available

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	to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.
	12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.
	12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.
	12.7 Monthly Imbalances
	12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.
	Overage Underage
	Imbalance Level The Company Pays Shipper the Shipper Pays the Following Percentage of the Company the Following Cash-Out Price Percentage of the Cash-Out Price
	From 0% to 5% 100% 100%
	From 5% to 10% 80% 120%
	From 10% to 15% 70% 130%
	From 15% to 20% 60% 140%
	Greater than 20% 50% 150%
	12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.
	12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.
	12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.
	13. BILLING AND PAYMENT
	13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.
	13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.
	13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.
	13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.
	13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

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## 14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

## 15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;

then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

## 16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

## 16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

## 16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE

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	<p>OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p>
	<p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35454**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>			
73135	D	MMBtu	\$.0000	08/01/2021	N			
<b>DESCRIPTION:</b> HIGHLANDS, ENVIRONS								
<table border="1" style="width:100%"> <tr> <td style="width:15%"><b>Customer</b></td> <td style="width:20%">42087</td> <td style="width:65%">GAS SOUTH LIMITED</td> </tr> </table>						<b>Customer</b>	42087	GAS SOUTH LIMITED
<b>Customer</b>	42087	GAS SOUTH LIMITED						

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35455**

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A  
**OPERATOR NO:**  
**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/06/2023  
**INITIAL SERVICE DATE:** 08/01/2021                      **TERM OF CONTRACT DATE:**  
**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023  
**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**  
**CITY ORDINANCE NO:**  
**AMENDMENT(EXPLAIN):** None  
**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-90-C-22 to T-90-C-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**  
**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer  
**TITLE:** Coordinator Regulatory  
**ADDRESS LINE 1:** P.O. Box 2628  
**ADDRESS LINE 2:**  
**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628  
**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
40998	SYMMETRY ENERGY SERVICES	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35455
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-90-C-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE TEXAS COAST DIVISION RATE SCHEDULE NO. T-90 C-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$573.10; (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.7500/MMBtu Next 750 MMBtu @ \$0.6000/MMBtu Over 1,500 MMBtu @ \$0.4500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,398.10; (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.3500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,398.10; (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1125/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu and equal to the higher of:</p>

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(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not have gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall



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	<p>bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-90 C-23                      Replaces Rate Schedule T-90 C-22                      Effective 06-15-23</p> <p>Tnspt Terms T-90A                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed</p>

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	to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).
	2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.
	2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.
	2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.
	2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.
	2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.
	2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
	2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.
	2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.
	2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.
	2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.
	2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.
	2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.
	2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.
	2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.
	2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.
	2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.
	 3. APPLICATION FOR SERVICE
	3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.
	3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.
	3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.
	3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.
	3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of

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	such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.
	3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.
	3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:
	3.6.1.1 A copy of Shipper's most recent audited financial statements;
	3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;
	3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and
	3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.
	3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:
	3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.
	3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.
	3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.
	3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.
	<b>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</b>
	4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.
	4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.
	4.3 All approved Shippers must submit an Exhibit A for any of the following:
	4.3.1 A request to initiate transportation service at a specified Delivery Point;
	4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
	4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
	4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.
	4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:
	4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;
	4.4.2 Gas Quantities:
	4.4.2.1 The MDQ;
	4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule
	4.4.3 The Receipt Point(s) and Delivery Point(s);
	4.4.4 Term of Service
	4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

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	<p>4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.</p> <p>4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;</p> <p>4.4.6 Upstream Pipeline Contact Information for Confirmations</p> <p>4.4.7 Indexes:</p> <p>4.4.7.1 Applicable Monthly Index;</p> <p>4.4.7.2 Applicable Index Adder; and</p> <p>4.4.7.3 Applicable Daily Index</p> <p>4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.</p> <p>4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.</p> <p>4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.</p> <p>4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.</p> <p>4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.</p> <p><b>5. SCHEDULING AND NOMINATIONS</b></p> <p>5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.</p> <p>5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.</p> <p><b>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</b></p> <p>6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> <p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's</p>

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	<p>system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>8. WARRANTY OF TITLE</p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p>9. UNACCEPTABLE QUANTITIES</p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p>10. GAS TRANSPORTED BY COMPANY</p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p>11. FACILITIES</p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any</p>

Tnspt Terms T-90B

## GAS SERVICES DIVISION

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specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.

## 12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

## 12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

## 12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available

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	to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.
	12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.
	12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.
	12.7 Monthly Imbalances
	12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.
	Overage Underage
	Imbalance Level The Company Pays Shipper the Shipper Pays the Following Percentage of the Company the Following Cash-Out Price Percentage of the Cash-Out Price
	From 0% to 5% 100% 100%
	From 5% to 10% 80% 120%
	From 10% to 15% 70% 130%
	From 15% to 20% 60% 140%
	Greater than 20% 50% 150%
	12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.
	12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.
	12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.
	13. BILLING AND PAYMENT
	13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.
	13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.
	13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.
	13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.
	13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

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## 14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

## 15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;

then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

## 16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

## 16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

## 16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE



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	<p>OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p>
	<p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

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**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
10	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> ANGLETON, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
55670	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> SUGAR LAND, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
352	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> TEXAS CITY, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
55672	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> DICKINSON, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
55673	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> BAYTOWN, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
55675	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> RICHMOND, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
55678	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> LA PORTE, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
55679	D	MMBTU	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> PASADENA, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
58916	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> ROSHARON, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
58931	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> SEABROOK, ENV.					
Customer 40998 SYMMETRY ENERGY SERVICES					

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**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
58934	D	MMBtu	\$.0000	08/01/2021	N
<b>DESCRIPTION:</b> TEAL RUN, ENVIRONS					
Customer    40998                      SYMMETRY ENERGY SERVICES					
66265	D	MMBtu	\$.0000	08/01/2022	N
<b>DESCRIPTION:</b> BAYTOWN, INC.					
Customer    40998                      SYMMETRY ENERGY SERVICES					
66267	D	MMBtu	\$.0000	05/01/2022	N
<b>DESCRIPTION:</b> WHARTON, INC.					
Customer    40998                      SYMMETRY ENERGY SERVICES					
67772	D	MMBtu	\$.0000	08/01/2021	N
<b>DESCRIPTION:</b> LAKE JACKSON, INC.					
Customer    40998                      SYMMETRY ENERGY SERVICES					
68171	D	MMBtu	\$.0000	08/01/2021	N
<b>DESCRIPTION:</b> OYSTER CREEK, INC.					
Customer    40998                      SYMMETRY ENERGY SERVICES					
68835	D	MMBtu	\$.0000	08/01/2021	N
<b>DESCRIPTION:</b> FREEPORT, ENVIRONS					
Customer    40998                      SYMMETRY ENERGY SERVICES					
68836	D	MMBtu	\$.0000	08/01/2021	N
<b>DESCRIPTION:</b> BROOKSHIRE, ENVIRONS					
Customer    40998                      SYMMETRY ENERGY SERVICES					
68837	D	MMBtu	\$.0000	08/01/2021	N
<b>DESCRIPTION:</b> ANGLETON, INC.					
Customer    40998                      SYMMETRY ENERGY SERVICES					
68838	D	MMBtu	\$.0000	08/01/2021	N
<b>DESCRIPTION:</b> BARRETT'S SETTLEMENT, ENVIRONS					
Customer    40998                      SYMMETRY ENERGY SERVICES					
77977	D	MMBtu	\$.0000	08/01/2021	N
<b>DESCRIPTION:</b> KATY, ENVIRONS					
Customer    40998                      SYMMETRY ENERGY SERVICES					

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35455**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
87308	D	MMBtu	\$.0000	08/01/2021	N
<b>DESCRIPTION:</b> ROSENBERG, ENVIRONS					
<b>Customer</b>	40998	SYMMETRY ENERGY SERVICES			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35456**

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A  
**OPERATOR NO:**  
**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/06/2023  
**INITIAL SERVICE DATE:** 08/01/2021                      **TERM OF CONTRACT DATE:**  
**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023  
**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**  
**CITY ORDINANCE NO:**  
**AMENDMENT(EXPLAIN):** None  
**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-90-C-22 to T-90-C-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**  
**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer  
**TITLE:** Coordinator Regulatory  
**ADDRESS LINE 1:** P.O. Box 2628  
**ADDRESS LINE 2:**  
**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628  
**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
42089	TRAFIGURA TRADING LLC	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35456
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-90-C-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE TEXAS COAST DIVISION RATE SCHEDULE NO. T-90 C-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$573.10; (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.7500/MMBtu Next 750 MMBtu @ \$0.6000/MMBtu Over 1,500 MMBtu @ \$0.4500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,398.10; (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.3500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,398.10; (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1125/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu and equal to the higher of:</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35456
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not have gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35456**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-90 C-23                      Replaces Rate Schedule T-90 C-22                      Effective 06-15-23</p> <p>Tnspt Terms T-90A                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed</p>



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).
	2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.
	2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.
	2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.
	2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.
	2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.
	2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
	2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.
	2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.
	2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.
	2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.
	2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.
	2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.
	2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.
	2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.
	2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.
	2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.
	<b>3. APPLICATION FOR SERVICE</b>
	3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.
	3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.
	3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.
	3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.
	3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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	<p>such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> <p>4.4.2.1 The MDQ;</p> <p>4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule</p> <p>4.4.3 The Receipt Point(s) and Delivery Point(s);</p> <p>4.4.4 Term of Service</p> <p>4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35456
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.</p> <p>4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;</p> <p>4.4.6 Upstream Pipeline Contact Information for Confirmations</p> <p>4.4.7 Indexes:</p> <p>4.4.7.1 Applicable Monthly Index;</p> <p>4.4.7.2 Applicable Index Adder; and</p> <p>4.4.7.3 Applicable Daily Index</p> <p>4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.</p> <p>4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.</p> <p>4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.</p> <p>4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.</p> <p>4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.</p> <p><b>5. SCHEDULING AND NOMINATIONS</b></p> <p>5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.</p> <p>5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.</p> <p><b>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</b></p> <p>6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> <p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's</p>

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	<p>system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>8. WARRANTY OF TITLE</p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p>9. UNACCEPTABLE QUANTITIES</p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p>10. GAS TRANSPORTED BY COMPANY</p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-90B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p>11. FACILITIES</p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any</p>

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	<p>specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available</p>

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	to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.
	12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.
	12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.
	12.7 Monthly Imbalances
	12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.
	Overage Underage
	Imbalance Level The Company Pays Shipper the Shipper Pays the Following Percentage of the Company the Following Cash-Out Price Percentage of the Cash-Out Price
	From 0% to 5% 100% 100%
	From 5% to 10% 80% 120%
	From 10% to 15% 70% 130%
	From 15% to 20% 60% 140%
	Greater than 20% 50% 150%
	12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.
	12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.
	12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.
	13. BILLING AND PAYMENT
	13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.
	13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.
	13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.
	13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.
	13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

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	<p>14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.</p>
	<p>15. EVENT OF DEFAULT AND EARLY TERMINATION</p> <p>15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:</p> <p>15.1.1 Make an assignment or any general arrangement for the benefit of creditors;</p> <p>15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;</p> <p>15.1.3 otherwise become bankrupt or insolvent (however evidenced);</p> <p>15.1.4 be unable to pay its debts as they fall due;</p> <p>15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;</p> <p>15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;</p> <p>15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;</p> <p>15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or</p> <p>15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;</p> <p>then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</p> <p>15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.</p> <p>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.</p> <p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p>
	<p>16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE</p> <p>16.1 Limitations of Liability</p> <p>16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE</p>

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	<p>OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p>
	<p>Fifth Revised Terms &amp; Conditions    Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023    Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35456**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
66267	D	MMBtu	\$ .0000	08/01/2022	N
<b>DESCRIPTION:</b> WHARTON, INC.					
<b>Customer</b> 42089                      TRAFIGURA TRADING LLC					
77977	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> KATY, ENVIRONS					
<b>Customer</b> 42089                      TRAFIGURA TRADING LLC					
78920	D	MMBtu	\$ .0000	12/01/2022	N
<b>DESCRIPTION:</b> MONT BELVIEU, INC.					
<b>Customer</b> 42089                      TRAFIGURA TRADING LLC					
55675	D	MMBtu	\$ .0000	01/01/2022	N
<b>DESCRIPTION:</b> RICHMOND, INC.					
<b>Customer</b> 42089                      TRAFIGURA TRADING LLC					
55678	D	MMBtu	\$ .0000	12/01/2022	N
<b>DESCRIPTION:</b> LA PORTE, ENVIRONS					
<b>Customer</b> 42089                      TRAFIGURA TRADING LLC					

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35457**

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/06/2023

**INITIAL SERVICE DATE:** 08/01/2021                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Eff. 6/15/2023 Revised T-90-C-22 to T-90-C-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
29391	CONSTELLATION	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35457
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-90-C-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE TEXAS COAST DIVISION RATE SCHEDULE NO. T-90 C-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$573.10; (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.7500/MMBtu Next 750 MMBtu @ \$0.6000/MMBtu Over 1,500 MMBtu @ \$0.4500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,398.10; (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.3500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,398.10; (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1125/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu and equal to the higher of:</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35457
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not have gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35457**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-90 C-23                      Replaces Rate Schedule T-90 C-22                      Effective 06-15-23</p> <p>Tnspt Terms T-90A                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35457
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).
	2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.
	2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.
	2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.
	2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.
	2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.
	2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
	2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.
	2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.
	2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.
	2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.
	2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.
	2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.
	2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.
	2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.
	2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.
	2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.
	<b>3. APPLICATION FOR SERVICE</b>
	3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.
	3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.
	3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.
	3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.
	3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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**CURRENT RATE COMPONENT**

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	such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.
	3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.
	3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:
	3.6.1.1 A copy of Shipper's most recent audited financial statements;
	3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;
	3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and
	3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.
	3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:
	3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.
	3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.
	3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.
	3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.
	<b>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</b>
	4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.
	4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.
	4.3 All approved Shippers must submit an Exhibit A for any of the following:
	4.3.1 A request to initiate transportation service at a specified Delivery Point;
	4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
	4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
	4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.
	4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:
	4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;
	4.4.2 Gas Quantities:
	4.4.2.1 The MDQ;
	4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule
	4.4.3 The Receipt Point(s) and Delivery Point(s);
	4.4.4 Term of Service
	4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

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	<p>4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.</p> <p>4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;</p> <p>4.4.6 Upstream Pipeline Contact Information for Confirmations</p> <p>4.4.7 Indexes:</p> <p>4.4.7.1 Applicable Monthly Index;</p> <p>4.4.7.2 Applicable Index Adder; and</p> <p>4.4.7.3 Applicable Daily Index</p> <p>4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.</p> <p>4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.</p> <p>4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.</p> <p>4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.</p> <p>4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.</p> <p><b>5. SCHEDULING AND NOMINATIONS</b></p> <p>5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.</p> <p>5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.</p> <p><b>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</b></p> <p>6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> <p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's</p>



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	<p>system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>8. WARRANTY OF TITLE</p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p>9. UNACCEPTABLE QUANTITIES</p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p>10. GAS TRANSPORTED BY COMPANY</p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-90B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p>11. FACILITIES</p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any</p>

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	<p>specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available</p>

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	to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.
	12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.
	12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.
	12.7 Monthly Imbalances
	12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.
	Overage Underage
	Imbalance Level The Company Pays Shipper the Shipper Pays the Following Percentage of the Company the Following Cash-Out Price Percentage of the Cash-Out Price
	From 0% to 5% 100% 100%
	From 5% to 10% 80% 120%
	From 10% to 15% 70% 130%
	From 15% to 20% 60% 140%
	Greater than 20% 50% 150%
	12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.
	12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.
	12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.
	13. BILLING AND PAYMENT
	13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.
	13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.
	13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.
	13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.
	13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

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	<p>14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.</p>
	<p>15. EVENT OF DEFAULT AND EARLY TERMINATION</p> <p>15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:</p> <p>15.1.1 Make an assignment or any general arrangement for the benefit of creditors;</p> <p>15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;</p> <p>15.1.3 otherwise become bankrupt or insolvent (however evidenced);</p> <p>15.1.4 be unable to pay its debts as they fall due;</p> <p>15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;</p> <p>15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;</p> <p>15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;</p> <p>15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or</p> <p>15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;</p> <p>then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</p> <p>15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.</p> <p>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.</p> <p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p>
	<p>16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE</p> <p>16.1 Limitations of Liability</p> <p>16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE</p>

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p>
	<p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35457**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
77073	D	MMBTu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> PEARLAND, INC.					
Customer      29391                      CONSTELLATION					
58926	D	MMBTu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> DEER PARK, INC.					
Customer      29391                      CONSTELLATION					
58935	D	MMBTu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> WEBSTER, INC.					
Customer      29391                      CONSTELLATION					

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263                      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 35458

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/06/2023

**INITIAL SERVICE DATE:** 08/01/2021                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-90-C-22 to T-90-C-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
31483	COKINOS	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35458
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-90-C-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE TEXAS COAST DIVISION RATE SCHEDULE NO. T-90 C-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$573.10; (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.7500/MMBtu Next 750 MMBtu @ \$0.6000/MMBtu Over 1,500 MMBtu @ \$0.4500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,398.10; (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.3500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,398.10; (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1125/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu and equal to the higher of:</p>



## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35458
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not have gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35458**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-90 C-23                      Replaces Rate Schedule T-90 C-22                      Effective 06-15-23</p> <p>Tnspt Terms T-90A                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35458
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).
	2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.
	2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.
	2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.
	2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.
	2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.
	2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
	2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.
	2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.
	2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.
	2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.
	2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.
	2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.
	2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.
	2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.
	2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.
	2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.
	<b>3. APPLICATION FOR SERVICE</b>
	3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.
	3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.
	3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.
	3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.
	3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35458
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.
	3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.
	3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:
	3.6.1.1 A copy of Shipper's most recent audited financial statements;
	3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;
	3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and
	3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.
	3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:
	3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.
	3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.
	3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.
	3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.
	<b>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</b>
	4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.
	4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.
	4.3 All approved Shippers must submit an Exhibit A for any of the following:
	4.3.1 A request to initiate transportation service at a specified Delivery Point;
	4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
	4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
	4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.
	4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:
	4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;
	4.4.2 Gas Quantities:
	4.4.2.1 The MDQ;
	4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule
	4.4.3 The Receipt Point(s) and Delivery Point(s);
	4.4.4 Term of Service
	4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

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	<p>4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.</p> <p>4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;</p> <p>4.4.6 Upstream Pipeline Contact Information for Confirmations</p> <p>4.4.7 Indexes:</p> <p>4.4.7.1 Applicable Monthly Index;</p> <p>4.4.7.2 Applicable Index Adder; and</p> <p>4.4.7.3 Applicable Daily Index</p> <p>4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.</p> <p>4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.</p> <p>4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.</p> <p>4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.</p> <p>4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.</p> <p><b>5. SCHEDULING AND NOMINATIONS</b></p> <p>5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.</p> <p>5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.</p> <p><b>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</b></p> <p>6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> <p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's</p>

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	<p>system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>8. WARRANTY OF TITLE</p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p>9. UNACCEPTABLE QUANTITIES</p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p>10. GAS TRANSPORTED BY COMPANY</p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-90B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p>11. FACILITIES</p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any</p>

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	<p>specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available</p>

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	to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.
	12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.
	12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.
	12.7 Monthly Imbalances
	12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.
	Overage Underage
	Imbalance Level The Company Pays Shipper the Shipper Pays the Following Percentage of the Company the Following Cash-Out Price Percentage of the Cash-Out Price
	From 0% to 5% 100% 100%
	From 5% to 10% 80% 120%
	From 10% to 15% 70% 130%
	From 15% to 20% 60% 140%
	Greater than 20% 50% 150%
	12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.
	12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.
	12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.
	13. BILLING AND PAYMENT
	13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.
	13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.
	13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.
	13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.
	13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.



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## 14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

## 15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;

then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

## 16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

## 16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

## 16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p>
	<p>Fifth Revised Terms &amp; Conditions    Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023    Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263**                      **COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT**                      **RRC TARIFF NO: 35458**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
86375	D	MMBtu	\$.0000	08/01/2021	N
<b>DESCRIPTION:</b> MONT BELVIEU, ENVIRONS					
Customer      31483                      COKINOS					
202	D	MMBtu	\$.0000	08/01/2021	N
<b>DESCRIPTION:</b> LEAGUE CITY, INC.					
Customer      31483                      COKINOS					
55678	D	MMBtu	\$.0000	08/01/2021	N
<b>DESCRIPTION:</b> LA PORTE, ENVIRONS					
Customer      31483                      COKINOS					

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263                      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 35459

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/06/2023

**INITIAL SERVICE DATE:** 08/01/2021                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-90-C-22 to T-90-C-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
41398	TEXAS GENERAL LAND OFFICE	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35459
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-90-C-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE TEXAS COAST DIVISION RATE SCHEDULE NO. T-90 C-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$573.10; (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.7500/MMBtu Next 750 MMBtu @ \$0.6000/MMBtu Over 1,500 MMBtu @ \$0.4500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,398.10; (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.3500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,398.10; (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1125/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu and equal to the higher of:</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35459
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not have gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35459**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-90 C-23                      Replaces Rate Schedule T-90 C-22                      Effective 06-15-23</p> <p>Tnspt Terms T-90A                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35459
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).
	2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.
	2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.
	2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.
	2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.
	2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.
	2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
	2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.
	2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.
	2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.
	2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.
	2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.
	2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.
	2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.
	2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.
	2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.
	2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.
	<b>3. APPLICATION FOR SERVICE</b>
	3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.
	3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.
	3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.
	3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.
	3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of



## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35459
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.
	3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.
	3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:
	3.6.1.1 A copy of Shipper's most recent audited financial statements;
	3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;
	3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and
	3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.
	3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:
	3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.
	3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.
	3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.
	3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.
	<b>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</b>
	4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.
	4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.
	4.3 All approved Shippers must submit an Exhibit A for any of the following:
	4.3.1 A request to initiate transportation service at a specified Delivery Point;
	4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
	4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
	4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.
	4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:
	4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;
	4.4.2 Gas Quantities:
	4.4.2.1 The MDQ;
	4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule
	4.4.3 The Receipt Point(s) and Delivery Point(s);
	4.4.4 Term of Service
	4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

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	<p>4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.</p> <p>4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;</p> <p>4.4.6 Upstream Pipeline Contact Information for Confirmations</p> <p>4.4.7 Indexes:</p> <p>4.4.7.1 Applicable Monthly Index;</p> <p>4.4.7.2 Applicable Index Adder; and</p> <p>4.4.7.3 Applicable Daily Index</p> <p>4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.</p> <p>4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.</p> <p>4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.</p> <p>4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.</p> <p>4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.</p> <p><b>5. SCHEDULING AND NOMINATIONS</b></p> <p>5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.</p> <p>5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.</p> <p><b>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</b></p> <p>6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> <p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's</p>

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	<p>system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>8. WARRANTY OF TITLE</p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p>9. UNACCEPTABLE QUANTITIES</p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p>10. GAS TRANSPORTED BY COMPANY</p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-90B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p>11. FACILITIES</p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any</p>

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	<p>specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available</p>

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	to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.
	12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.
	12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.
	12.7 Monthly Imbalances
	12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.
	Overage Underage
	Imbalance Level The Company Pays Shipper the Shipper Pays the Following Percentage of the Company the Following Cash-Out Price Percentage of the Cash-Out Price
	From 0% to 5% 100% 100%
	From 5% to 10% 80% 120%
	From 10% to 15% 70% 130%
	From 15% to 20% 60% 140%
	Greater than 20% 50% 150%
	12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.
	12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.
	12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.
	13. BILLING AND PAYMENT
	13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.
	13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.
	13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.
	13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.
	13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

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	<p>14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.</p>
	<p>15. EVENT OF DEFAULT AND EARLY TERMINATION</p> <p>15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:</p> <p>15.1.1 Make an assignment or any general arrangement for the benefit of creditors;</p> <p>15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;</p> <p>15.1.3 otherwise become bankrupt or insolvent (however evidenced);</p> <p>15.1.4 be unable to pay its debts as they fall due;</p> <p>15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;</p> <p>15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;</p> <p>15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;</p> <p>15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or</p> <p>15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;</p> <p>then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</p> <p>15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.</p> <p>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.</p> <p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p>
	<p>16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE</p> <p>16.1 Limitations of Liability</p> <p>16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE</p>

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**TARIFF CODE:** DT      **RRC TARIFF NO:** 35459

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p>
	<p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35459**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>			
288	D	MMBtu	\$.0000	08/02/2021	N			
<b>DESCRIPTION:</b> RICHMOND, ENVIRONS								
<table border="1" style="width:100%"> <tr> <td style="width:15%"><b>Customer</b></td> <td style="width:20%">41398</td> <td style="width:65%">TEXAS GENERAL LAND OFFICE</td> </tr> </table>						<b>Customer</b>	41398	TEXAS GENERAL LAND OFFICE
<b>Customer</b>	41398	TEXAS GENERAL LAND OFFICE						
352	D	MMBtu	\$.0000	08/01/2021	N			
<b>DESCRIPTION:</b> TEXAS CITY, INC.								
<table border="1" style="width:100%"> <tr> <td style="width:15%"><b>Customer</b></td> <td style="width:20%">41398</td> <td style="width:65%">TEXAS GENERAL LAND OFFICE</td> </tr> </table>						<b>Customer</b>	41398	TEXAS GENERAL LAND OFFICE
<b>Customer</b>	41398	TEXAS GENERAL LAND OFFICE						

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263                      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 35460

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/06/2023

**INITIAL SERVICE DATE:** 08/01/2021                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-90-C-22 to T-90-C-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
29240	LUMINANT ENERGY	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35460
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-90-C-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE TEXAS COAST DIVISION RATE SCHEDULE NO. T-90 C-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$573.10; (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.7500/MMBtu Next 750 MMBtu @ \$0.6000/MMBtu Over 1,500 MMBtu @ \$0.4500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,398.10; (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.3500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,398.10; (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1125/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu and equal to the higher of:</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35460
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not have gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35460**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-90 C-23                      Replaces Rate Schedule T-90 C-22                      Effective 06-15-23</p> <p>Tnspt Terms T-90A                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35460
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).
	2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.
	2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.
	2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.
	2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.
	2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.
	2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
	2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.
	2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.
	2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.
	2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.
	2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.
	2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.
	2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.
	2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.
	2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.
	2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.
	<b>3. APPLICATION FOR SERVICE</b>
	3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.
	3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.
	3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.
	3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.
	3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35460
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> <p>4.4.2.1 The MDQ;</p> <p>4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule</p> <p>4.4.3 The Receipt Point(s) and Delivery Point(s);</p> <p>4.4.4 Term of Service</p> <p>4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;</p>

## GAS SERVICES DIVISION

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**CURRENT RATE COMPONENT**

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	<p>4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.</p> <p>4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;</p> <p>4.4.6 Upstream Pipeline Contact Information for Confirmations</p> <p>4.4.7 Indexes:</p> <p>4.4.7.1 Applicable Monthly Index;</p> <p>4.4.7.2 Applicable Index Adder; and</p> <p>4.4.7.3 Applicable Daily Index</p> <p>4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.</p> <p>4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.</p> <p>4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.</p> <p>4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.</p> <p>4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.</p> <p><b>5. SCHEDULING AND NOMINATIONS</b></p> <p>5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.</p> <p>5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.</p> <p><b>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</b></p> <p>6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> <p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's</p>

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	<p>system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>8. WARRANTY OF TITLE</p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p>9. UNACCEPTABLE QUANTITIES</p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p>10. GAS TRANSPORTED BY COMPANY</p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-90B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p>11. FACILITIES</p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any</p>



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	<p>specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available</p>

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	to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.
	12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.
	12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.
	12.7 Monthly Imbalances
	12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.
	Overage Underage
	Imbalance Level The Company Pays Shipper the Shipper Pays the Following Percentage of the Company the Following Cash-Out Price Percentage of the Cash-Out Price
	From 0% to 5% 100% 100%
	From 5% to 10% 80% 120%
	From 10% to 15% 70% 130%
	From 15% to 20% 60% 140%
	Greater than 20% 50% 150%
	12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.
	12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.
	12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.
	13. BILLING AND PAYMENT
	13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.
	13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.
	13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.
	13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.
	13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

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## 14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

## 15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;

then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

## 16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

## 16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

## 16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263                      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 35460

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p>
	<p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35460**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
58921	D	MMBtu	\$.0000	08/01/2021	N
<b>DESCRIPTION:</b> ALVIN, INC.					
<b>Customer</b>	29240	LUMINANT ENERGY			
67773	D	MMBtu	\$.0000	08/01/2021	N
<b>DESCRIPTION:</b> LIVERPOOL, INC.					
<b>Customer</b>	29240	LUMINANT ENERGY			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT      **RRC TARIFF NO:** 35461

**DESCRIPTION:** Distribution Transportation      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**      **RECEIVED DATE:** 07/06/2023

**INITIAL SERVICE DATE:** 08/01/2021      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Eff. 6/15/2023 Revised T-90-C-22 to T-90-C-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305      **ACTIVE FLAG:** Y      **INACTIVE DATE:**

**FIRST NAME:** Petra      **MIDDLE:**      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston      **STATE:** TX      **ZIP:** 77252      **ZIP4:** 2628

**AREA CODE:** 713      **PHONE NO:** 207-3363      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
40998	SYMMETRY ENERGY SERVICES	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35461
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-90-C-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE TEXAS COAST DIVISION RATE SCHEDULE NO. T-90 C-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$573.10; (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.7500/MMBtu Next 750 MMBtu @ \$0.6000/MMBtu Over 1,500 MMBtu @ \$0.4500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,398.10; (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.3500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,398.10; (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1125/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu and equal to the higher of:</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35461
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not have gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35461**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-90 C-23                      Replaces Rate Schedule T-90 C-22                      Effective 06-15-23</p> <p>Tnspt Terms T-90A                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35461
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).
	2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.
	2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.
	2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.
	2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.
	2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.
	2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
	2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.
	2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.
	2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.
	2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.
	2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.
	2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.
	2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.
	2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.
	2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.
	2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.
	 3. APPLICATION FOR SERVICE
	3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.
	3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.
	3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.
	3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.
	3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35461
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> <p>4.4.2.1 The MDQ;</p> <p>4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule</p> <p>4.4.3 The Receipt Point(s) and Delivery Point(s);</p> <p>4.4.4 Term of Service</p> <p>4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;</p>

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	<p>4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.</p> <p>4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;</p> <p>4.4.6 Upstream Pipeline Contact Information for Confirmations</p> <p>4.4.7 Indexes:</p> <p>4.4.7.1 Applicable Monthly Index;</p> <p>4.4.7.2 Applicable Index Adder; and</p> <p>4.4.7.3 Applicable Daily Index</p> <p>4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.</p> <p>4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.</p> <p>4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.</p> <p>4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.</p> <p>4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.</p> <p><b>5. SCHEDULING AND NOMINATIONS</b></p> <p>5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.</p> <p>5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.</p> <p><b>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</b></p> <p>6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> <p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's</p>

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	<p>system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>8. WARRANTY OF TITLE</p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p>9. UNACCEPTABLE QUANTITIES</p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p>10. GAS TRANSPORTED BY COMPANY</p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p>11. FACILITIES</p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any</p>

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	<p>specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available</p>

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	to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.
	12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.
	12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.
	12.7 Monthly Imbalances
	12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.
	Overage Underage
	Imbalance Level The Company Pays Shipper the Shipper Pays the Following Percentage of the Company the Following Cash-Out Price Percentage of the Cash-Out Price
	From 0% to 5% 100% 100%
	From 5% to 10% 80% 120%
	From 10% to 15% 70% 130%
	From 15% to 20% 60% 140%
	Greater than 20% 50% 150%
	12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.
	12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.
	12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.
	13. BILLING AND PAYMENT
	13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.
	13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.
	13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.
	13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.
	13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

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## 14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

## 15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;

then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

## 16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

## 16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

## 16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p>
	<p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35461**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
55670	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> SUGAR LAND, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
55673	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> BAYTOWN, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
10	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> ANGLETON, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
352	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> TEXAS CITY, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
55675	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> RICHMOND, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
55678	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> LA PORTE, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
58916	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> ROSHARON, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
66265	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> BAYTOWN, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
67772	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> LAKE JACKSON, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
68836	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> BROOKSHIRE, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					

GAS SERVICES DIVISION

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**RRC COID: 6263**                      **COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT**                      **RRC TARIFF NO: 35461**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
68838	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> BARRETT'S SETTLEMENT, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
73140	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> KATY, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
73145	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> CROSBY, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
77972	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> FREEPORT, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
77977	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> KATY, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
78920	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> MONT BELVIEU, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35462**

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/06/2023

**INITIAL SERVICE DATE:** 08/01/2021                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-90-H-22 to T-90-H-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
31483	COKINOS	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35462
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-90-H-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE HOUSTON DIVISION RATE SCHEDULE NO. T-90 H-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$471.94; (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.7500/MMBtu Next 750 MMBtu @ \$0.6000/MMBtu Over 1,500 MMBtu @ \$0.4500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,296.94; (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.3500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>?</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,296.94; (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1125/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35462
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	and equal to the higher of:
	(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;
	a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;
	b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;
	c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;
	d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;
	(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.
	(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.
	?
	<b>ANNUAL RATE ADJUSTMENT</b>
	The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.
	<b>EQUIVALENT QUANTITY OF NATURAL GAS</b>
	The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.
	<b>PAYMENTS TO GOVERNMENTAL AUTHORITIES</b>
	In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.
	<b>OTHER CHARGES</b>
	Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.
	<b>BILLING AND PAYMENT</b>
	Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be

GAS SERVICES DIVISION

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**TARIFF CODE: DT                      RRC TARIFF NO: 35462**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-90 H-23                      Replaces Rate Schedule T-90 H-22                      Effective 06-15-23</p> <p>Tnspt Terms T-90A                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p>

GAS SERVICES DIVISION

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**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35462**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.</p> <p>2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</p> <p>2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.</p> <p>2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</p> <p>2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.</p> <p>2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p>
	<p><b>3. APPLICATION FOR SERVICE</b></p> <p>3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural</p>



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	<p>gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> <p>4.4.2.1 The MDQ;</p> <p>4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule</p>

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4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

#### 5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

#### 6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

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	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p><b>9. UNACCEPTABLE QUANTITIES</b></p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p><b>10. GAS TRANSPORTED BY COMPANY</b></p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-90B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with</p>

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	<p>documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical</p>

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	<p>Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <p>Overage Underage</p> <p>Imbalance Level The Company Pays Shipper the Shipper Pays the Following Percentage of the Company the Following Cash-Out Price Percentage of the Cash- Out Price From 0% to 5% 100% 100%</p> <p>From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%</p> <p>12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.</p> <p>12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35462
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.
	14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.
	15. EVENT OF DEFAULT AND EARLY TERMINATION
	15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:
	15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
	15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
	15.1.3 otherwise become bankrupt or insolvent (however evidenced);
	15.1.4 be unable to pay its debts as they fall due;
	15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
	15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;
	15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;
	15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or
	15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;
	then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.
	15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
	15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.
	15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.
	16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE
	16.1 Limitations of Liability
	16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the

**RRC COID:** 6263      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT      **RRC TARIFF NO:** 35462

**CURRENT RATE COMPONENT**

RATE COMP. ID	DESCRIPTION
	<p>basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35462**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>						
149	D	MMBtu	\$ .0000	08/01/2021	N						
<b>DESCRIPTION:</b> HOUSTON, INC.											
<table border="1" style="width:100%"> <tr> <td style="width:15%"><b>Customer</b></td> <td style="width:20%">31483</td> <td style="width:20%">COKINOS</td> <td colspan="3"></td> </tr> </table>						<b>Customer</b>	31483	COKINOS			
<b>Customer</b>	31483	COKINOS									
150	D	MMBtu	\$ .0000	08/01/2021	N						
<b>DESCRIPTION:</b> HOUSTON, ENVIRONS											
<table border="1" style="width:100%"> <tr> <td style="width:15%"><b>Customer</b></td> <td style="width:20%">31483</td> <td style="width:20%">COKINOS</td> <td colspan="3"></td> </tr> </table>						<b>Customer</b>	31483	COKINOS			
<b>Customer</b>	31483	COKINOS									

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT      **RRC TARIFF NO:** 35463

**DESCRIPTION:** Distribution Transportation      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**      **RECEIVED DATE:** 07/06/2023

**INITIAL SERVICE DATE:** 08/01/2021      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-90-H-22 to T-90-H-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305      **ACTIVE FLAG:** Y      **INACTIVE DATE:**

**FIRST NAME:** Petra      **MIDDLE:**      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston      **STATE:** TX      **ZIP:** 77252      **ZIP4:** 2628

**AREA CODE:** 713      **PHONE NO:** 207-3363      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
29391	CONSTELLATION	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35463
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-90-H-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE HOUSTON DIVISION RATE SCHEDULE NO. T-90 H-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$471.94; (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.7500/MMBtu Next 750 MMBtu @ \$0.6000/MMBtu Over 1,500 MMBtu @ \$0.4500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,296.94; (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.3500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>?</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,296.94; (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1125/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35463
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	and equal to the higher of:
	(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;
	a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;
	b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;
	c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;
	d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;
	(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.
	(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.
	?
	<b>ANNUAL RATE ADJUSTMENT</b>
	The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.
	<b>EQUIVALENT QUANTITY OF NATURAL GAS</b>
	The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.
	<b>PAYMENTS TO GOVERNMENTAL AUTHORITIES</b>
	In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.
	<b>OTHER CHARGES</b>
	Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.
	<b>BILLING AND PAYMENT</b>
	Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35463**

**CURRENT RATE COMPONENT**

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	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-90 H-23                      Replaces Rate Schedule T-90 H-22                      Effective 06-15-23</p> <p>Tnspt Terms T-90A      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p>

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	<p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.</p> <p>2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</p> <p>2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.</p> <p>2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</p> <p>2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.</p> <p>2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p>
	<p><b>3. APPLICATION FOR SERVICE</b></p> <p>3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural</p>

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gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

#### 4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule

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4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

#### 5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

#### 6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

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	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p><b>9. UNACCEPTABLE QUANTITIES</b></p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p><b>10. GAS TRANSPORTED BY COMPANY</b></p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-90B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with</p>



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	documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.
	11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.
	<b>12. BALANCING</b>
	12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.
	12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.
	12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.
	12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.
	<b>12.5 Daily Imbalances During Critical Period Events</b>
	12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.
	12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.
	12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.
	12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.
	12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.
	<b>12.6 Multi-day Imbalances</b>
	12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35463
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>															
	<p>Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <p>Overage Underage</p> <p>Imbalance Level The Company Pays Shipper the Shipper Pays the Following Percentage of the Company the Following Cash-Out Price Percentage of the Cash-Out Price</p> <table border="0"> <tr> <td>From 0% to 5%</td> <td>100%</td> <td>100%</td> </tr> <tr> <td>From 5% to 10%</td> <td>80%</td> <td>120%</td> </tr> <tr> <td>From 10% to 15%</td> <td>70%</td> <td>130%</td> </tr> <tr> <td>From 15% to 20%</td> <td>60%</td> <td>140%</td> </tr> <tr> <td>Greater than 20%</td> <td>50%</td> <td>150%</td> </tr> </table> <p>12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.</p> <p>12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two</p>	From 0% to 5%	100%	100%	From 5% to 10%	80%	120%	From 10% to 15%	70%	130%	From 15% to 20%	60%	140%	Greater than 20%	50%	150%
From 0% to 5%	100%	100%														
From 5% to 10%	80%	120%														
From 10% to 15%	70%	130%														
From 15% to 20%	60%	140%														
Greater than 20%	50%	150%														

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35463
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.
	14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.
	15. EVENT OF DEFAULT AND EARLY TERMINATION
	15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:
	15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
	15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
	15.1.3 otherwise become bankrupt or insolvent (however evidenced);
	15.1.4 be unable to pay its debts as they fall due;
	15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
	15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;
	15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;
	15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or
	15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;
	then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.
	15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
	15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.
	15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.
	16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE
	16.1 Limitations of Liability
	16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263**                      **COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT**                      **RRC TARIFF NO: 35463**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Fifth Revised Terms &amp; Conditions    Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023    Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263**                      **COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT**                      **RRC TARIFF NO: 35463**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
149	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> HOUSTON, INC.					
Customer      29391                      CONSTELLATION					
150	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> HOUSTON, ENVIRONS					
Customer      29391                      CONSTELLATION					
58930	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> PASADENA, INC.					
Customer      29391                      CONSTELLATION					
77967	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> MISSOURI CITY, INC.					
Customer      29391                      CONSTELLATION					

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263                      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 35464

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/06/2023

**INITIAL SERVICE DATE:** 08/01/2021                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-90-H-22 to T-90-H-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
42087	GAS SOUTH LIMITED	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35464
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-90-H-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE HOUSTON DIVISION RATE SCHEDULE NO. T-90 H-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$471.94; (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.7500/MMBtu Next 750 MMBtu @ \$0.6000/MMBtu Over 1,500 MMBtu @ \$0.4500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,296.94; (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.3500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>?</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,296.94; (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1125/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35464
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not have gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

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**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be



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	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-90 H-23                      Replaces Rate Schedule T-90 H-22                      Effective 06-15-23</p> <p>Tnspt Terms T-90A                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p>

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	<p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.</p> <p>2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</p> <p>2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.</p> <p>2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</p> <p>2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.</p> <p>2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p> <p><b>3. APPLICATION FOR SERVICE</b></p> <p>3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural</p>

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	<p>gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> <p>4.4.2.1 The MDQ;</p> <p>4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule</p>

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4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

#### 5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

#### 6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

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	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p><b>9. UNACCEPTABLE QUANTITIES</b></p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p><b>10. GAS TRANSPORTED BY COMPANY</b></p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-90B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with</p>

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	<p>documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35464
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>															
	<p>Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <p>Overage Underage</p> <p>Imbalance Level The Company Pays Shipper the Shipper Pays the Following Percentage of the Company the Following Cash-Out Price Percentage of the Cash-Out Price</p> <table border="0"> <tr> <td>From 0% to 5%</td> <td>100%</td> <td>100%</td> </tr> <tr> <td>From 5% to 10%</td> <td>80%</td> <td>120%</td> </tr> <tr> <td>From 10% to 15%</td> <td>70%</td> <td>130%</td> </tr> <tr> <td>From 15% to 20%</td> <td>60%</td> <td>140%</td> </tr> <tr> <td>Greater than 20%</td> <td>50%</td> <td>150%</td> </tr> </table> <p>12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.</p> <p>12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two</p>	From 0% to 5%	100%	100%	From 5% to 10%	80%	120%	From 10% to 15%	70%	130%	From 15% to 20%	60%	140%	Greater than 20%	50%	150%
From 0% to 5%	100%	100%														
From 5% to 10%	80%	120%														
From 10% to 15%	70%	130%														
From 15% to 20%	60%	140%														
Greater than 20%	50%	150%														

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35464
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.
	14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.
	15. EVENT OF DEFAULT AND EARLY TERMINATION
	15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:
	15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
	15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
	15.1.3 otherwise become bankrupt or insolvent (however evidenced);
	15.1.4 be unable to pay its debts as they fall due;
	15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
	15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;
	15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;
	15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or
	15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;
	then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.
	15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
	15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.
	15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.
	16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE
	16.1 Limitations of Liability
	16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35464
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None
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GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35464**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>			
149	D	MMBtu	\$.0000	09/01/2021	N			
<b>DESCRIPTION:</b> HOUSTON, INC.								
<table border="1" style="width:100%"> <tr> <td style="width:15%"><b>Customer</b></td> <td style="width:20%">42087</td> <td style="width:65%">GAS SOUTH LIMITED</td> </tr> </table>						<b>Customer</b>	42087	GAS SOUTH LIMITED
<b>Customer</b>	42087	GAS SOUTH LIMITED						
150	D	MMBtu	\$.0000	09/01/2021	N			
<b>DESCRIPTION:</b> HOUSTON, ENVIRONS								
<table border="1" style="width:100%"> <tr> <td style="width:15%"><b>Customer</b></td> <td style="width:20%">42087</td> <td style="width:65%">GAS SOUTH LIMITED</td> </tr> </table>						<b>Customer</b>	42087	GAS SOUTH LIMITED
<b>Customer</b>	42087	GAS SOUTH LIMITED						

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263                      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 35465

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/06/2023

**INITIAL SERVICE DATE:** 08/01/2021                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-90-H-22 to T-90-H-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
33495	NORTH STAR GAS	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35465
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-90-H-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE HOUSTON DIVISION RATE SCHEDULE NO. T-90 H-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$471.94; (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.7500/MMBtu Next 750 MMBtu @ \$0.6000/MMBtu Over 1,500 MMBtu @ \$0.4500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,296.94; (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.3500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>?</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,296.94; (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1125/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35465
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and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

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**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be

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	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-90 H-23                      Replaces Rate Schedule T-90 H-22                      Effective 06-15-23</p> <p>Tnspt Terms T-90A                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p>

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- 2.4 The term "Btu" shall mean British Thermal Unit.
- 2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.
- 2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).
- 2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.
- 2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.
- 2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.
- 2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.
- 2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.
- 2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
- 2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.
- 2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.
- 2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.
- 2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.
- 2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.
- 2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.
- 2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.
- 2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.
- 2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.
- 2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

## 3. APPLICATION FOR SERVICE

- 3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.
- 3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.
- 3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.
- 3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.
- 3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural

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	<p>gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> <p>4.4.2.1 The MDQ;</p> <p>4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule</p>



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4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

#### 5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

#### 6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

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	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p><b>9. UNACCEPTABLE QUANTITIES</b></p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p><b>10. GAS TRANSPORTED BY COMPANY</b></p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-90B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with</p>

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**CURRENT RATE COMPONENT**

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	<p>documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35465**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <p>Overage Underage</p> <p>Imbalance Level    The Company Pays Shipper the    Shipper Pays the            Following Percentage of the    Company the Following Cash-Out Price    Percentage of the Cash-            Out Price            From 0% to 5%    100%    100%</p> <p>From 5% to 10%    80%    120%</p> <p>From 10% to 15%    70%    130%</p> <p>From 15% to 20%    60%    140%</p> <p>Greater than 20%    50%    150%</p> <p>12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.</p> <p>12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35465
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.
	14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.
	15. EVENT OF DEFAULT AND EARLY TERMINATION
	15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:
	15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
	15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
	15.1.3 otherwise become bankrupt or insolvent (however evidenced);
	15.1.4 be unable to pay its debts as they fall due;
	15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
	15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;
	15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;
	15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or
	15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;
	then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.
	15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
	15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.
	15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.
	16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE
	16.1 Limitations of Liability
	16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35465**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Fifth Revised Terms &amp; Conditions    Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023    Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35465**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>			
149	D	MMBtu	\$.0000	08/01/2021	N			
<b>DESCRIPTION:</b> HOUSTON, INC.								
<table border="1" style="width:100%"> <tr> <td style="width:15%"><b>Customer</b></td> <td style="width:15%">33495</td> <td style="width:70%">NORTH STAR GAS</td> </tr> </table>						<b>Customer</b>	33495	NORTH STAR GAS
<b>Customer</b>	33495	NORTH STAR GAS						
150	D	MMBtu	\$.0000	08/01/2021	N			
<b>DESCRIPTION:</b> HOUSTON, ENVIRONS								
<table border="1" style="width:100%"> <tr> <td style="width:15%"><b>Customer</b></td> <td style="width:15%">33495</td> <td style="width:70%">NORTH STAR GAS</td> </tr> </table>						<b>Customer</b>	33495	NORTH STAR GAS
<b>Customer</b>	33495	NORTH STAR GAS						

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263                      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 35466

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/06/2023

**INITIAL SERVICE DATE:** 08/01/2021                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-90-H-22 to T-90-H-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
42089	TRAFIGURA TRADING LLC	N	



## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35466
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-90-H-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE HOUSTON DIVISION RATE SCHEDULE NO. T-90 H-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$471.94; (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.7500/MMBtu Next 750 MMBtu @ \$0.6000/MMBtu Over 1,500 MMBtu @ \$0.4500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,296.94; (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.3500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>?</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,296.94; (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1125/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

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**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be

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	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-90 H-23                      Replaces Rate Schedule T-90 H-22                      Effective 06-15-23</p> <p>Tnspt Terms T-90A      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p>

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	<p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.</p> <p>2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</p> <p>2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.</p> <p>2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</p> <p>2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.</p> <p>2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p>
	<p><b>3. APPLICATION FOR SERVICE</b></p> <p>3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural</p>

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	<p>gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> <p>4.4.2.1 The MDQ;</p> <p>4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule</p>

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4.4.3	The Receipt Point(s) and Delivery Point(s);
4.4.4	Term of Service
4.4.4.1	Shipper or potential Shipper must request an initial minimum term of one year to initiate service;
4.4.4.2	Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.
4.4.5	Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;
4.4.6	Upstream Pipeline Contact Information for Confirmations
4.4.7	Indexes:
4.4.7.1	Applicable Monthly Index;
4.4.7.2	Applicable Index Adder; and
4.4.7.3	Applicable Daily Index
4.4.8	Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.
4.5	Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.
4.6	The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.
4.7	Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.
4.8	Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.
5.	<b>SCHEDULING AND NOMINATIONS</b>
5.1	Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.
5.2	Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.
6.	<b>APPLICATION OF GENERAL TERMS AND CONDITIONS</b>
6.1	Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.
6.2	The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.
6.3	These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

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	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p><b>9. UNACCEPTABLE QUANTITIES</b></p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p><b>10. GAS TRANSPORTED BY COMPANY</b></p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-90B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with</p>

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	<p>documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical</p>



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	<p>Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <p>Overage Underage</p> <p>Imbalance Level The Company Pays Shipper the Shipper Pays the Following Percentage of the Company the Following Cash-Out Price Percentage of the Cash-Out Price</p> <table border="0"> <tr> <td>From 0% to 5%</td> <td>100%</td> <td>100%</td> </tr> <tr> <td>From 5% to 10%</td> <td>80%</td> <td>120%</td> </tr> <tr> <td>From 10% to 15%</td> <td>70%</td> <td>130%</td> </tr> <tr> <td>From 15% to 20%</td> <td>60%</td> <td>140%</td> </tr> <tr> <td>Greater than 20%</td> <td>50%</td> <td>150%</td> </tr> </table> <p>12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.</p> <p>12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two</p>	From 0% to 5%	100%	100%	From 5% to 10%	80%	120%	From 10% to 15%	70%	130%	From 15% to 20%	60%	140%	Greater than 20%	50%	150%
From 0% to 5%	100%	100%														
From 5% to 10%	80%	120%														
From 10% to 15%	70%	130%														
From 15% to 20%	60%	140%														
Greater than 20%	50%	150%														

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35466
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

**14. ASSURANCE OF PERFORMANCE**

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

**15. EVENT OF DEFAULT AND EARLY TERMINATION**

15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;

then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

**16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE****16.1 Limitations of Liability**

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the

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	<p>basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Fifth Revised Terms &amp; Conditions    Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023    Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

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**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
58929	D	MMBtu	\$ .0000	02/01/2022	N
<b>DESCRIPTION:</b> MONTGOMERY COUNTY, ENVIRONS					
Customer 42089 TRAFIGURA TRADING LLC					
58933	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> STAFFORD, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
149	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> HOUSTON, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
150	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> HOUSTON, ENVIRONS					
Customer 42089 TRAFIGURA TRADING LLC					
77967	D	MMBtu	\$ .0000	09/01/2021	N
<b>DESCRIPTION:</b> MISSOURI CITY, INC.					
Customer 42089 TRAFIGURA TRADING LLC					

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263                      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 35467

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/06/2023

**INITIAL SERVICE DATE:** 08/01/2021                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-90-H-22 to T-90-H-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
40998	SYMMETRY ENERGY SERVICES	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35467
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-90-H-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE HOUSTON DIVISION RATE SCHEDULE NO. T-90 H-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$471.94; (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.7500/MMBtu Next 750 MMBtu @ \$0.6000/MMBtu Over 1,500 MMBtu @ \$0.4500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,296.94; (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.3500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>?</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,296.94; (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1125/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu</p>

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<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35467
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	and equal to the higher of:
	(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;
	a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;
	b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;
	c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;
	d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;
	(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.
	(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.
	?
	<b>ANNUAL RATE ADJUSTMENT</b>
	The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.
	<b>EQUIVALENT QUANTITY OF NATURAL GAS</b>
	The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.
	<b>PAYMENTS TO GOVERNMENTAL AUTHORITIES</b>
	In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.
	<b>OTHER CHARGES</b>
	Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.
	<b>BILLING AND PAYMENT</b>
	Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-90 H-23                      Replaces Rate Schedule T-90 H-22                      Effective 06-15-23</p> <p>Tnspt Terms T-90A                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p>



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**CURRENT RATE COMPONENT**

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	<p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.</p> <p>2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</p> <p>2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.</p> <p>2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</p> <p>2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.</p> <p>2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p>
	<p><b>3. APPLICATION FOR SERVICE</b></p> <p>3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural</p>

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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35467
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	<p>gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> <p>4.4.2.1 The MDQ;</p> <p>4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule</p>

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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

#### 5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

#### 6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35467
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p><b>9. UNACCEPTABLE QUANTITIES</b></p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p><b>10. GAS TRANSPORTED BY COMPANY</b></p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-90B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with</p>

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	<p>documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical</p>

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	<p>Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <p>Overage Underage</p> <p>Imbalance Level The Company Pays Shipper the Shipper Pays the Following Percentage of the Company the Following Cash-Out Price Percentage of the Cash- Out Price From 0% to 5% 100% 100%</p> <p>From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%</p> <p>12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.</p> <p>12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two</p>

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**CURRENT RATE COMPONENT**

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	(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.
	14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.
	15. EVENT OF DEFAULT AND EARLY TERMINATION
	15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:
	15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
	15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
	15.1.3 otherwise become bankrupt or insolvent (however evidenced);
	15.1.4 be unable to pay its debts as they fall due;
	15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
	15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;
	15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;
	15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or
	15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;
	then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.
	15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
	15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.
	15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.
	16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE
	16.1 Limitations of Liability
	16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the

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	<p>basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Fifth Revised Terms &amp; Conditions    Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023    Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None



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**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
55670	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> SUGAR LAND, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
58924	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> CONROE, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
58926	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> DEER PARK, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
58928	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> HUMBLE, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
58929	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> MONTGOMERY COUNTY, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
149	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> HOUSTON, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
150	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> HOUSTON, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
58930	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> PASADENA, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
58932	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> SHENANDOAH, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
58936	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> WOODLANDS, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35467**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
68172	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> NASSAU BAY, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
73134	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> SOUTH HOUSTON, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
73142	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> GALENA PARK, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
77967	D	MMBtu	\$ .0000	05/01/2023	N
<b>DESCRIPTION:</b> MISSOURI CITY, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
80629	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> WILLIS, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35468**

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/06/2023

**INITIAL SERVICE DATE:** 08/01/2021                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-90-H-22 to T-90-H-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
33146	VISTA ENERGY	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35468
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-90-H-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE HOUSTON DIVISION RATE SCHEDULE NO. T-90 H-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$471.94; (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.7500/MMBtu Next 750 MMBtu @ \$0.6000/MMBtu Over 1,500 MMBtu @ \$0.4500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,296.94; (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.3500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>?</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,296.94; (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1125/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35468
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not have gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

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**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35468**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-90 H-23                      Replaces Rate Schedule T-90 H-22                      Effective 06-15-23</p> <p>Tnspt Terms T-90A                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35468
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.</p> <p>2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</p> <p>2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.</p> <p>2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</p> <p>2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.</p> <p>2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p>
	<p><b>3. APPLICATION FOR SERVICE</b></p> <p>3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35468
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> <p>4.4.2.1 The MDQ;</p> <p>4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule</p>



## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35468
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

#### 5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

#### 6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

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**CURRENT RATE COMPONENT**

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	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p><b>9. UNACCEPTABLE QUANTITIES</b></p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p><b>10. GAS TRANSPORTED BY COMPANY</b></p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-90B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with</p>

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	<p>documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical</p>

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	<p>Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <p>Overage Underage</p> <p>Imbalance Level The Company Pays Shipper the Shipper Pays the Following Percentage of the Company the Following Cash-Out Price Percentage of the Cash-Out Price</p> <table border="0"> <tr> <td>From 0% to 5%</td> <td>100%</td> <td>100%</td> </tr> <tr> <td>From 5% to 10%</td> <td>80%</td> <td>120%</td> </tr> <tr> <td>From 10% to 15%</td> <td>70%</td> <td>130%</td> </tr> <tr> <td>From 15% to 20%</td> <td>60%</td> <td>140%</td> </tr> <tr> <td>Greater than 20%</td> <td>50%</td> <td>150%</td> </tr> </table> <p>12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.</p> <p>12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two</p>	From 0% to 5%	100%	100%	From 5% to 10%	80%	120%	From 10% to 15%	70%	130%	From 15% to 20%	60%	140%	Greater than 20%	50%	150%
From 0% to 5%	100%	100%														
From 5% to 10%	80%	120%														
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	(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.
	14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.
	15. EVENT OF DEFAULT AND EARLY TERMINATION
	15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:
	15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
	15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
	15.1.3 otherwise become bankrupt or insolvent (however evidenced);
	15.1.4 be unable to pay its debts as they fall due;
	15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
	15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;
	15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;
	15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or
	15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;
	then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.
	15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
	15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.
	15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.
	16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE
	16.1 Limitations of Liability
	16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the

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	<p>basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35468**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
149	D	MMBtu	\$.0000	09/01/2021	N
<b>DESCRIPTION:</b> HOUSTON, INC.					
<b>Customer</b>	33146	VISTA ENERGY			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263                      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 35473

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/06/2023

**INITIAL SERVICE DATE:** 08/01/2021                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-90-H-22 to T-90-H-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
31483	COKINOS	N	



## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35473
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-90-H-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE HOUSTON DIVISION RATE SCHEDULE NO. T-90 H-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$471.94; (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.7500/MMBtu Next 750 MMBtu @ \$0.6000/MMBtu Over 1,500 MMBtu @ \$0.4500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,296.94; (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.3500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>?</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,296.94; (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1125/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35473
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	and equal to the higher of:
	(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;
	a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;
	b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;
	c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;
	d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;
	(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.
	(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.
	?
	<b>ANNUAL RATE ADJUSTMENT</b>
	The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.
	<b>EQUIVALENT QUANTITY OF NATURAL GAS</b>
	The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.
	<b>PAYMENTS TO GOVERNMENTAL AUTHORITIES</b>
	In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.
	<b>OTHER CHARGES</b>
	Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.
	<b>BILLING AND PAYMENT</b>
	Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35473**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-90 H-23                      Replaces Rate Schedule T-90 H-22                      Effective 06-15-23</p> <p>Tnspt Terms T-90A                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35473
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.</p> <p>2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</p> <p>2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.</p> <p>2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</p> <p>2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.</p> <p>2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p>
	<p><b>3. APPLICATION FOR SERVICE</b></p> <p>3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35473
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> <p>4.4.2.1 The MDQ;</p> <p>4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

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4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

#### 5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

#### 6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

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	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p><b>9. UNACCEPTABLE QUANTITIES</b></p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p><b>10. GAS TRANSPORTED BY COMPANY</b></p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-90B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with</p>

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	<p>documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical</p>



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	<p>Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <p>Overage Underage</p> <p>Imbalance Level The Company Pays Shipper the Shipper Pays the Following Percentage of the Company the Following Cash-Out Price Percentage of the Cash-Out Price</p> <table border="0"> <tr> <td>From 0% to 5%</td> <td>100%</td> <td>100%</td> </tr> <tr> <td>From 5% to 10%</td> <td>80%</td> <td>120%</td> </tr> <tr> <td>From 10% to 15%</td> <td>70%</td> <td>130%</td> </tr> <tr> <td>From 15% to 20%</td> <td>60%</td> <td>140%</td> </tr> <tr> <td>Greater than 20%</td> <td>50%</td> <td>150%</td> </tr> </table> <p>12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.</p> <p>12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two</p>	From 0% to 5%	100%	100%	From 5% to 10%	80%	120%	From 10% to 15%	70%	130%	From 15% to 20%	60%	140%	Greater than 20%	50%	150%
From 0% to 5%	100%	100%														
From 5% to 10%	80%	120%														
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	(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.
	14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.
	15. EVENT OF DEFAULT AND EARLY TERMINATION
	15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:
	15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
	15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
	15.1.3 otherwise become bankrupt or insolvent (however evidenced);
	15.1.4 be unable to pay its debts as they fall due;
	15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
	15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;
	15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;
	15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or
	15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;
	then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.
	15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
	15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.
	15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.
	16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE
	16.1 Limitations of Liability
	16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT      **RRC TARIFF NO:** 35473

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Fifth Revised Terms &amp; Conditions    Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023    Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35473**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>						
149	D	MMBtu	\$.0000	08/01/2021	N						
<b>DESCRIPTION:</b> HOUSTON, INC.											
<table border="1" style="width:100%"> <tr> <td style="width:15%"><b>Customer</b></td> <td style="width:20%">31483</td> <td style="width:20%">COKINOS</td> <td colspan="3"></td> </tr> </table>						<b>Customer</b>	31483	COKINOS			
<b>Customer</b>	31483	COKINOS									
58924	D	MMBtu	\$.0000	03/01/2023	N						
<b>DESCRIPTION:</b> CONROE, INC.											
<table border="1" style="width:100%"> <tr> <td style="width:15%"><b>Customer</b></td> <td style="width:20%">31483</td> <td style="width:20%">COKINOS</td> <td colspan="3"></td> </tr> </table>						<b>Customer</b>	31483	COKINOS			
<b>Customer</b>	31483	COKINOS									

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT      **RRC TARIFF NO:** 35474

**DESCRIPTION:** Distribution Transportation      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**      **RECEIVED DATE:** 07/06/2023

**INITIAL SERVICE DATE:** 08/01/2021      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-90-H-22 to T-90-H-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305      **ACTIVE FLAG:** Y      **INACTIVE DATE:**

**FIRST NAME:** Petra      **MIDDLE:**      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston      **STATE:** TX      **ZIP:** 77252      **ZIP4:** 2628

**AREA CODE:** 713      **PHONE NO:** 207-3363      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
29391	CONSTELLATION	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35474
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-90-H-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE HOUSTON DIVISION RATE SCHEDULE NO. T-90 H-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$471.94; (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.7500/MMBtu Next 750 MMBtu @ \$0.6000/MMBtu Over 1,500 MMBtu @ \$0.4500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,296.94; (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.3500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>?</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,296.94; (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1125/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35474
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

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**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35474**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-90 H-23                      Replaces Rate Schedule T-90 H-22                      Effective 06-15-23</p> <p>Tnspt Terms T-90A                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p>



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263**                      **COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT**                      **RRC TARIFF NO: 35474**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.</p> <p>2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</p> <p>2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.</p> <p>2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</p> <p>2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.</p> <p>2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p> <p><b>3. APPLICATION FOR SERVICE</b></p> <p>3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural</p>

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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

#### 4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule

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	4.4.3 The Receipt Point(s) and Delivery Point(s);
	4.4.4 Term of Service
	4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;
	4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.
	4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;
	4.4.6 Upstream Pipeline Contact Information for Confirmations
	4.4.7 Indexes:
	4.4.7.1 Applicable Monthly Index;
	4.4.7.2 Applicable Index Adder; and
	4.4.7.3 Applicable Daily Index
	4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.
	4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.
	4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.
	4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.
	4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.
	<b>5. SCHEDULING AND NOMINATIONS</b>
	5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.
	5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.
	<b>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</b>
	6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.
	6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.
	6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

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	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p><b>9. UNACCEPTABLE QUANTITIES</b></p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p><b>10. GAS TRANSPORTED BY COMPANY</b></p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-90B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with</p>

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	<p>documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical</p>

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	<p>Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <p>Overage Underage</p> <p>Imbalance Level    The Company Pays Shipper the    Shipper Pays the Following Percentage of the    Company the Following Cash-Out Price    Percentage of the Cash- Out Price From 0% to 5%    100%    100%</p> <p>From 5% to 10%    80%    120%</p> <p>From 10% to 15%    70%    130%</p> <p>From 15% to 20%    60%    140%</p> <p>Greater than 20%    50%    150%</p> <p>12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.</p> <p>12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two</p>

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	(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.
	<b>14. ASSURANCE OF PERFORMANCE</b> If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.
	<b>15. EVENT OF DEFAULT AND EARLY TERMINATION</b>
	15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:
	15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
	15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
	15.1.3 otherwise become bankrupt or insolvent (however evidenced);
	15.1.4 be unable to pay its debts as they fall due;
	15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
	15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;
	15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;
	15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or
	15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;
	then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.
	15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
	15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.
	15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.
	<b>16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE</b>
	16.1 Limitations of Liability
	16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35474**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Fifth Revised Terms &amp; Conditions    Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023    Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35474**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
58930	D	MMBtu	\$.0000	08/01/2022	N
<b>DESCRIPTION:</b> PASADENA, INC.					
Customer 29391                      CONSTELLATION					
149	D	MMBtu	\$.0000	08/01/2021	N
<b>DESCRIPTION:</b> HOUSTON, INC.					
Customer 29391                      CONSTELLATION					
150	D	MMBtu	\$.0000	08/01/2021	N
<b>DESCRIPTION:</b> HOUSTON, ENVIRONS					
Customer 29391                      CONSTELLATION					

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263                      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 35475

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/06/2023

**INITIAL SERVICE DATE:** 08/01/2021                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-90-H-22 to T-90-H-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
29240	LUMINANT ENERGY	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35475
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-90-H-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE HOUSTON DIVISION RATE SCHEDULE NO. T-90 H-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$471.94; (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.7500/MMBtu Next 750 MMBtu @ \$0.6000/MMBtu Over 1,500 MMBtu @ \$0.4500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,296.94; (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.3500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>?</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,296.94; (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1125/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35475
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not have gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

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**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35475**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-90 H-23                      Replaces Rate Schedule T-90 H-22                      Effective 06-15-23</p> <p>Tnspt Terms T-90A                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263                      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 35475

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.</p> <p>2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</p> <p>2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.</p> <p>2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</p> <p>2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.</p> <p>2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p>
	<p><b>3. APPLICATION FOR SERVICE</b></p> <p>3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural</p>

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	<p>gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> <p>4.4.2.1 The MDQ;</p> <p>4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule</p>

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4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

#### 5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

#### 6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.



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	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p><b>9. UNACCEPTABLE QUANTITIES</b></p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p><b>10. GAS TRANSPORTED BY COMPANY</b></p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-90B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with</p>

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documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.

## 12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

## 12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

## 12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical

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	<p>Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <p>Overage Underage</p> <p>Imbalance Level The Company Pays Shipper the Shipper Pays the Following Percentage of the Company the Following Cash-Out Price Percentage of the Cash- Out Price From 0% to 5% 100% 100%</p> <p>From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%</p> <p>12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.</p> <p>12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35475
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.
	14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.
	15. EVENT OF DEFAULT AND EARLY TERMINATION
	15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:
	15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
	15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
	15.1.3 otherwise become bankrupt or insolvent (however evidenced);
	15.1.4 be unable to pay its debts as they fall due;
	15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
	15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;
	15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;
	15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or
	15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;
	then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.
	15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
	15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.
	15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.
	16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE
	16.1 Limitations of Liability
	16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT      **RRC TARIFF NO:** 35475

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Fifth Revised Terms &amp; Conditions    Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023    Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35475**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
58926	D	MMBtu	\$.0000	03/01/2022	N
<b>DESCRIPTION:</b> DEER PARK, INC.					
Customer      29240                      LUMINANT ENERGY					
149	D	MMBtu	\$.0000	08/01/2021	N
<b>DESCRIPTION:</b> HOUSTON, INC.					
Customer      29240                      LUMINANT ENERGY					
58933	D	MMBtu	\$.0000	08/01/2021	N
<b>DESCRIPTION:</b> STAFFORD, INC.					
Customer      29240                      LUMINANT ENERGY					
150	D	MMBtu	\$.0000	08/01/2021	N
<b>DESCRIPTION:</b> HOUSTON, ENVIRONS					
Customer      29240                      LUMINANT ENERGY					

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263                      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 35476

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/06/2023

**INITIAL SERVICE DATE:** 08/01/2021                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-90-H-22 to T-90-H-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
42087	GAS SOUTH LIMITED	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35476
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-90-H-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE HOUSTON DIVISION RATE SCHEDULE NO. T-90 H-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$471.94; (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.7500/MMBtu Next 750 MMBtu @ \$0.6000/MMBtu Over 1,500 MMBtu @ \$0.4500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,296.94; (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.3500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>?</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,296.94; (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1125/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu</p>



## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35476
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

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**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35476**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-90 H-23                      Replaces Rate Schedule T-90 H-22                      Effective 06-15-23</p> <p>Tnspt Terms T-90A      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263                      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 35476

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.</p> <p>2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</p> <p>2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.</p> <p>2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</p> <p>2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.</p> <p>2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p>
	<p><b>3. APPLICATION FOR SERVICE</b></p> <p>3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural</p>

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	<p>gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> <p>4.4.2.1 The MDQ;</p> <p>4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule</p>

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4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

#### 5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

#### 6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

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	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p><b>9. UNACCEPTABLE QUANTITIES</b></p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p><b>10. GAS TRANSPORTED BY COMPANY</b></p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-90B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with</p>

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	<p>documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical</p>

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	<p>Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <p>Overage Underage</p> <p>Imbalance Level The Company Pays Shipper the Shipper Pays the            Following Percentage of the Company the Following Cash-Out Price Percentage of the Cash-Out Price</p> <table border="0"> <tr> <td>From 0% to 5%</td> <td>100%</td> <td>100%</td> </tr> <tr> <td>From 5% to 10%</td> <td>80%</td> <td>120%</td> </tr> <tr> <td>From 10% to 15%</td> <td>70%</td> <td>130%</td> </tr> <tr> <td>From 15% to 20%</td> <td>60%</td> <td>140%</td> </tr> <tr> <td>Greater than 20%</td> <td>50%</td> <td>150%</td> </tr> </table> <p>12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.</p> <p>12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two</p>	From 0% to 5%	100%	100%	From 5% to 10%	80%	120%	From 10% to 15%	70%	130%	From 15% to 20%	60%	140%	Greater than 20%	50%	150%
From 0% to 5%	100%	100%														
From 5% to 10%	80%	120%														
From 10% to 15%	70%	130%														
From 15% to 20%	60%	140%														
Greater than 20%	50%	150%														



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35476
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.
	14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.
	15. EVENT OF DEFAULT AND EARLY TERMINATION
	15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:
	15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
	15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
	15.1.3 otherwise become bankrupt or insolvent (however evidenced);
	15.1.4 be unable to pay its debts as they fall due;
	15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
	15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;
	15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;
	15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or
	15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;
	then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.
	15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
	15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.
	15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.
	16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE
	16.1 Limitations of Liability
	16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35476
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<b>CURRENT RATE COMPONENT</b>
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<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p style="text-align: center;">Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions</p>

<b>RATE ADJUSTMENT PROVISIONS:</b>
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None
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GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35476**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>			
149	D	MMBtu	\$.0000	09/01/2021	N			
<b>DESCRIPTION:</b> HOUSTON, INC.								
<table border="1" style="width:100%"> <tr> <td style="width:15%"><b>Customer</b></td> <td style="width:20%">42087</td> <td style="width:65%">GAS SOUTH LIMITED</td> </tr> </table>						<b>Customer</b>	42087	GAS SOUTH LIMITED
<b>Customer</b>	42087	GAS SOUTH LIMITED						
150	D	MMBtu	\$.0000	08/01/2021	N			
<b>DESCRIPTION:</b> HOUSTON, ENVIRONS								
<table border="1" style="width:100%"> <tr> <td style="width:15%"><b>Customer</b></td> <td style="width:20%">42087</td> <td style="width:65%">GAS SOUTH LIMITED</td> </tr> </table>						<b>Customer</b>	42087	GAS SOUTH LIMITED
<b>Customer</b>	42087	GAS SOUTH LIMITED						

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT      **RRC TARIFF NO:** 35477

**DESCRIPTION:** Distribution Transportation      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**      **RECEIVED DATE:** 07/06/2023

**INITIAL SERVICE DATE:** 08/01/2021      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-90-H-22 to T-90-H-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305      **ACTIVE FLAG:** Y      **INACTIVE DATE:**

**FIRST NAME:** Petra      **MIDDLE:**      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston      **STATE:** TX      **ZIP:** 77252      **ZIP4:** 2628

**AREA CODE:** 713      **PHONE NO:** 207-3363      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
41398	TEXAS GENERAL LAND OFFICE	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35477
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-90-H-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE HOUSTON DIVISION RATE SCHEDULE NO. T-90 H-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$471.94; (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.7500/MMBtu Next 750 MMBtu @ \$0.6000/MMBtu Over 1,500 MMBtu @ \$0.4500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,296.94; (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.3500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>?</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,296.94; (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1125/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35477
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not have gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

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**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35477**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-90 H-23                      Replaces Rate Schedule T-90 H-22                      Effective 06-15-23</p> <p>Tnspt Terms T-90A      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p>

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	<p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.</p> <p>2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</p> <p>2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.</p> <p>2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</p> <p>2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.</p> <p>2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p>
	<p><b>3. APPLICATION FOR SERVICE</b></p> <p>3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural</p>



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	<p>gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> <p>4.4.2.1 The MDQ;</p> <p>4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule</p>

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4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

#### 5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

#### 6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

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	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p><b>9. UNACCEPTABLE QUANTITIES</b></p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p><b>10. GAS TRANSPORTED BY COMPANY</b></p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-90B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with</p>

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	<p>documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35477
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>															
	<p>Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <p>Overage Underage</p> <p>Imbalance Level The Company Pays Shipper the Shipper Pays the Following Percentage of the Company the Following Cash-Out Price Percentage of the Cash-Out Price</p> <table border="0"> <tr> <td>From 0% to 5%</td> <td>100%</td> <td>100%</td> </tr> <tr> <td>From 5% to 10%</td> <td>80%</td> <td>120%</td> </tr> <tr> <td>From 10% to 15%</td> <td>70%</td> <td>130%</td> </tr> <tr> <td>From 15% to 20%</td> <td>60%</td> <td>140%</td> </tr> <tr> <td>Greater than 20%</td> <td>50%</td> <td>150%</td> </tr> </table> <p>12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.</p> <p>12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two</p>	From 0% to 5%	100%	100%	From 5% to 10%	80%	120%	From 10% to 15%	70%	130%	From 15% to 20%	60%	140%	Greater than 20%	50%	150%
From 0% to 5%	100%	100%														
From 5% to 10%	80%	120%														
From 10% to 15%	70%	130%														
From 15% to 20%	60%	140%														
Greater than 20%	50%	150%														

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35477
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.
	14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.
	15. EVENT OF DEFAULT AND EARLY TERMINATION
	15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:
	15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
	15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
	15.1.3 otherwise become bankrupt or insolvent (however evidenced);
	15.1.4 be unable to pay its debts as they fall due;
	15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
	15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;
	15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;
	15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or
	15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;
	then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.
	15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
	15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.
	15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.
	16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE
	16.1 Limitations of Liability
	16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263 **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT **RRC TARIFF NO:** 35477

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35477**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
58930	D	MMBtu	\$.0000	08/01/2021	N
<b>DESCRIPTION:</b> PASADENA, INC.					
<b>Customer</b>	41398	TEXAS GENERAL LAND OFFICE			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35478**

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/06/2023

**INITIAL SERVICE DATE:** 08/01/2021                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Eff. 6/15/2023 Revised T-90-H-22 to T-90-H-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
33146	VISTA ENERGY	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35478
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-90-H-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE HOUSTON DIVISION RATE SCHEDULE NO. T-90 H-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$471.94; (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.7500/MMBtu Next 750 MMBtu @ \$0.6000/MMBtu Over 1,500 MMBtu @ \$0.4500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,296.94; (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.3500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>?</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,296.94; (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1125/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35478
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

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**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be

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	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-90 H-23                      Replaces Rate Schedule T-90 H-22                      Effective 06-15-23</p> <p>Tnspt Terms T-90A                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p>

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	<p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.</p> <p>2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</p> <p>2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.</p> <p>2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</p> <p>2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.</p> <p>2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p>
	<p><b>3. APPLICATION FOR SERVICE</b></p> <p>3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural</p>

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	<p>gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> <p>4.4.2.1 The MDQ;</p> <p>4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule</p>

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4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

#### 5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

#### 6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

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	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p><b>9. UNACCEPTABLE QUANTITIES</b></p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p><b>10. GAS TRANSPORTED BY COMPANY</b></p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-90B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with</p>



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	<p>documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35478
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>															
	<p>Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <p>Overage Underage</p> <p>Imbalance Level The Company Pays Shipper the Shipper Pays the            Following Percentage of the Company the Following Cash-Out Price Percentage of the Cash-Out Price</p> <table border="0"> <tr> <td>From 0% to 5%</td> <td>100%</td> <td>100%</td> </tr> <tr> <td>From 5% to 10%</td> <td>80%</td> <td>120%</td> </tr> <tr> <td>From 10% to 15%</td> <td>70%</td> <td>130%</td> </tr> <tr> <td>From 15% to 20%</td> <td>60%</td> <td>140%</td> </tr> <tr> <td>Greater than 20%</td> <td>50%</td> <td>150%</td> </tr> </table> <p>12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.</p> <p>12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two</p>	From 0% to 5%	100%	100%	From 5% to 10%	80%	120%	From 10% to 15%	70%	130%	From 15% to 20%	60%	140%	Greater than 20%	50%	150%
From 0% to 5%	100%	100%														
From 5% to 10%	80%	120%														
From 10% to 15%	70%	130%														
From 15% to 20%	60%	140%														
Greater than 20%	50%	150%														

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35478
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.
	14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.
	15. EVENT OF DEFAULT AND EARLY TERMINATION
	15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:
	15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
	15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
	15.1.3 otherwise become bankrupt or insolvent (however evidenced);
	15.1.4 be unable to pay its debts as they fall due;
	15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
	15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;
	15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;
	15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or
	15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;
	then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.
	15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
	15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.
	15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.
	16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE
	16.1 Limitations of Liability
	16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35478
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.

16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

## 16.2 Force Majeure

16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

Fifth Revised Terms & Conditions Replaces Fourth Revised T-90, T-91 & T-92 Effective 06-15-2023 Terms & Conditions

**RATE ADJUSTMENT PROVISIONS:**

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35478**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>			
149	D	MMBtu	\$.0000	08/01/2021	N			
<b>DESCRIPTION:</b> HOUSTON, INC.								
<table border="1" style="width:100%"> <tr> <td style="width:15%"><b>Customer</b></td> <td style="width:15%">33146</td> <td style="width:70%">VISTA ENERGY</td> </tr> </table>						<b>Customer</b>	33146	VISTA ENERGY
<b>Customer</b>	33146	VISTA ENERGY						
58923	D	MMBtu	\$.0000	03/01/2023	N			
<b>DESCRIPTION:</b> CHANNEL AREA, ENVIRONS								
<table border="1" style="width:100%"> <tr> <td style="width:15%"><b>Customer</b></td> <td style="width:15%">33146</td> <td style="width:70%">VISTA ENERGY</td> </tr> </table>						<b>Customer</b>	33146	VISTA ENERGY
<b>Customer</b>	33146	VISTA ENERGY						

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263                      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 35479

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/06/2023

**INITIAL SERVICE DATE:** 08/01/2021                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-90-H-22 to T-90-H-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
42089	TRAFIGURA TRADING LLC	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35479
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-90-H-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE HOUSTON DIVISION RATE SCHEDULE NO. T-90 H-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$471.94; (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.7500/MMBtu Next 750 MMBtu @ \$0.6000/MMBtu Over 1,500 MMBtu @ \$0.4500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,296.94; (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.3500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>?</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,296.94; (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1125/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35479
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and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

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**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be



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	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-90 H-23                      Replaces Rate Schedule T-90 H-22                      Effective 06-15-23</p> <p>Tnspt Terms T-90A      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p>

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- 2.4 The term "Btu" shall mean British Thermal Unit.
- 2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.
- 2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).
- 2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.
- 2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.
- 2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.
- 2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.
- 2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.
- 2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
- 2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.
- 2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.
- 2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.
- 2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.
- 2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.
- 2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.
- 2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.
- 2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.
- 2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.
- 2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

**3. APPLICATION FOR SERVICE**

- 3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.
- 3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.
- 3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.
- 3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.
- 3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural

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	<p>gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> <p>4.4.2.1 The MDQ;</p> <p>4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule</p>

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4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

#### 5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

#### 6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

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	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p><b>9. UNACCEPTABLE QUANTITIES</b></p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p><b>10. GAS TRANSPORTED BY COMPANY</b></p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-90B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with</p>

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<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35479
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <p>Overage Underage</p> <p>Imbalance Level The Company Pays Shipper the Shipper Pays the Following Percentage of the Company the Following Cash-Out Price Percentage of the Cash- Out Price From 0% to 5% 100% 100%</p> <p>From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%</p> <p>12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.</p> <p>12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35479
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.
	14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.
	15. EVENT OF DEFAULT AND EARLY TERMINATION
	15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:
	15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
	15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
	15.1.3 otherwise become bankrupt or insolvent (however evidenced);
	15.1.4 be unable to pay its debts as they fall due;
	15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
	15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;
	15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;
	15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or
	15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;
	then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.
	15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
	15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.
	15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.
	16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE
	16.1 Limitations of Liability
	16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT      **RRC TARIFF NO:** 35479

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263**                      **COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT**                      **RRC TARIFF NO: 35479**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>			
149	D	MMBtu	\$ .0000	08/01/2021	N			
<b>DESCRIPTION:</b> HOUSTON, INC.								
<table border="1" style="width:100%"> <tr> <td style="width:15%"><b>Customer</b></td> <td style="width:15%">42089</td> <td style="width:70%">TRAFIGURA TRADING LLC</td> </tr> </table>						<b>Customer</b>	42089	TRAFIGURA TRADING LLC
<b>Customer</b>	42089	TRAFIGURA TRADING LLC						
58928	D	MMBtu	\$ .0000	05/01/2022	N			
<b>DESCRIPTION:</b> HUMBLE, INC.								
<table border="1" style="width:100%"> <tr> <td style="width:15%"><b>Customer</b></td> <td style="width:15%">42089</td> <td style="width:70%">TRAFIGURA TRADING LLC</td> </tr> </table>						<b>Customer</b>	42089	TRAFIGURA TRADING LLC
<b>Customer</b>	42089	TRAFIGURA TRADING LLC						
150	D	MMBtu	\$ .0000	08/01/2021	N			
<b>DESCRIPTION:</b> HOUSTON, ENVIRONS								
<table border="1" style="width:100%"> <tr> <td style="width:15%"><b>Customer</b></td> <td style="width:15%">42089</td> <td style="width:70%">TRAFIGURA TRADING LLC</td> </tr> </table>						<b>Customer</b>	42089	TRAFIGURA TRADING LLC
<b>Customer</b>	42089	TRAFIGURA TRADING LLC						

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263                      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 35480

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/06/2023

**INITIAL SERVICE DATE:** 08/01/2021                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-90-H-22 to T-90-H-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
40998	SYMMETRY ENERGY SERVICES	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35480
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-90-H-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE HOUSTON DIVISION RATE SCHEDULE NO. T-90 H-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$471.94; (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.7500/MMBtu Next 750 MMBtu @ \$0.6000/MMBtu Over 1,500 MMBtu @ \$0.4500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,296.94; (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.3500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>?</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,296.94; (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1125/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35480
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

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**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be

GAS SERVICES DIVISION

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-90 H-23                      Replaces Rate Schedule T-90 H-22                      Effective 06-15-23</p> <p>Tnspt Terms T-90A      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p>

GAS SERVICES DIVISION

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.</p> <p>2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</p> <p>2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.</p> <p>2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</p> <p>2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.</p> <p>2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p> <p><b>3. APPLICATION FOR SERVICE</b></p> <p>3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> <p>4.4.2.1 The MDQ;</p> <p>4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule</p>



## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

#### 5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

#### 6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

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**CURRENT RATE COMPONENT**

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	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p><b>9. UNACCEPTABLE QUANTITIES</b></p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p><b>10. GAS TRANSPORTED BY COMPANY</b></p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-90B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35480**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical</p>

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**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

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	<p>Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <p>Overage Underage</p> <p>Imbalance Level    The Company Pays Shipper the    Shipper Pays the Following Percentage of the    Company the Following Cash-Out Price    Percentage of the Cash- Out Price</p> <table border="0"> <tr> <td>From 0% to 5%</td> <td>100%</td> <td>100%</td> </tr> <tr> <td>From 5% to 10%</td> <td>80%</td> <td>120%</td> </tr> <tr> <td>From 10% to 15%</td> <td>70%</td> <td>130%</td> </tr> <tr> <td>From 15% to 20%</td> <td>60%</td> <td>140%</td> </tr> <tr> <td>Greater than 20%</td> <td>50%</td> <td>150%</td> </tr> </table> <p>12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.</p> <p>12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two</p>	From 0% to 5%	100%	100%	From 5% to 10%	80%	120%	From 10% to 15%	70%	130%	From 15% to 20%	60%	140%	Greater than 20%	50%	150%
From 0% to 5%	100%	100%														
From 5% to 10%	80%	120%														
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From 15% to 20%	60%	140%														
Greater than 20%	50%	150%														

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35480
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.
	14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.
	15. EVENT OF DEFAULT AND EARLY TERMINATION
	15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:
	15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
	15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
	15.1.3 otherwise become bankrupt or insolvent (however evidenced);
	15.1.4 be unable to pay its debts as they fall due;
	15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
	15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;
	15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;
	15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or
	15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;
	then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.
	15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
	15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.
	15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.
	16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE
	16.1 Limitations of Liability
	16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35480
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None
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GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35480**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
58923	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> CHANNEL AREA, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
58924	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> CONROE, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
149	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> HOUSTON, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
58926	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> DEER PARK, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
150	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> HOUSTON, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
58928	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> HUMBLE, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
58929	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> MONTGOMERY COUNTY, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
58930	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> PASADENA, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
58933	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> STAFFORD, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
58936	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> WOODLANDS, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35480**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
68172	D	MMBtu	\$.0000	08/01/2021	N
<b>DESCRIPTION:</b> NASSAU BAY, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
78248	D	MMBtu	\$.0000	08/01/2022	N
<b>DESCRIPTION:</b> PORTER, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					
80629	D	MMBtu	\$.0000	08/01/2021	N
<b>DESCRIPTION:</b> WILLIS, INC.					
Customer 40998 SYMMETRY ENERGY SERVICES					
91057	D	MMBtu	\$.0000	08/01/2021	N
<b>DESCRIPTION:</b> WALKER COUNTY, ENVIRONS					
Customer 40998 SYMMETRY ENERGY SERVICES					

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263                      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 35481

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/07/2023

**INITIAL SERVICE DATE:** 08/01/2021                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-92-H-22 to T-92-H-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
42089	TRAFIGURA TRADING LLC	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35481
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-92-H-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE HOUSTON DIVISION RATE SCHEDULE NO. T-92 H-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas, South Texas, Houston or Texas Coast Divisions, as defined in the contract contemplated hereby, to a campus or campuses of a public school district that is eligible to purchase State Royalty Gas; (d) where the actual aggregated annual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 50 MMBtu per day; and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$2,671.94; (ii) Administrative Charge @ \$15.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.2500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu and equal to the higher of:</p> <p>(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;</p> <p>a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;</p> <p>b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;</p> <p>CONTRACT DEMAND (cont'd)</p> <p>c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;</p> <p>d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35481
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 50 MMBtu.

**ANNUAL RATE ADJUSTMENT**

The Customer Charge in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

**NATURAL GAS ACT**

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.

**WRITTEN SERVICE AGREEMENT**

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

**CURTAILMENT**

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35481
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-92 H-23 Replaces Rate Schedule T-92 H-22 Effective 06-15-23</p> <p>Tnspt Terms T-92A                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35481
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

primarily of methane.

2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.

2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.

2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

**3. APPLICATION FOR SERVICE**

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35481
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
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3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

#### 4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35481
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

**5. SCHEDULING AND NOMINATIONS**

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

**6. APPLICATION OF GENERAL TERMS AND CONDITIONS**

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

**7. RECEIPT OF GAS FOR TRANSPORT**

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

**8. WARRANTY OF TITLE**

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

**9. UNACCEPTABLE QUANTITIES**

GAS SERVICES DIVISION

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**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35481**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company?s facilities.</p> <p>10. GAS TRANSPORTED BY COMPANY</p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions    Replaces Fourth Revised T-90, T-91 &amp; T-92    Effective 06-15-2023    Terms &amp; Conditions                      Tnspt Terms T-92B    CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>11. FACILITIES</p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper?s designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper?s designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper?s designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper?s designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper?s designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company?s upstream gas supply, transportation,</p>



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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35481
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes</p>

GAS SERVICES DIVISION

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**CURRENT RATE COMPONENT**

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	received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.
	Overage Underage
	Imbalance Level The Company Pays Shipper the Shipper Pays the Following Percentage of the Company the Following Cash-Out Price Percentage of the Cash-Out Price
	From 0% to 5% 100% 100%
	From 5% to 10% 80% 120%
	From 10% to 15% 70% 130%
	From 15% to 20% 60% 140%
	Greater than 20% 50% 150%
	12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.
	12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.
	12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.
	<b>13. BILLING AND PAYMENT</b>
	13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.
	13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.
	13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.
	13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.
	13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.
	<b>14. ASSURANCE OF PERFORMANCE</b>
	If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.
	<b>15. EVENT OF DEFAULT AND EARLY TERMINATION</b>
	15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:
	15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
	15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35481
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;

then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

## 16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

### 16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Fifth Revised Terms &amp; Conditions    Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023    Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35481**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
103023	D	MMBtu	\$ .0000	12/01/2021	N
<b>DESCRIPTION:</b> JACINTO CITY, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
113799	D	MMBtu	\$ .0000	02/01/2022	N
<b>DESCRIPTION:</b> ROMAN FOREST INC					
Customer 42089 TRAFIGURA TRADING LLC					
149	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> HOUSTON, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
150	D	MMBtu	\$ .0000	11/01/2021	N
<b>DESCRIPTION:</b> HOUSTON, ENVIRONS					
Customer 42089 TRAFIGURA TRADING LLC					
58926	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> DEER PARK, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
58930	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> PASADENA, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
71800	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> HEDWIG VILLAGE, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
73140	D	MMBtu	\$ .0000	05/01/2023	N
<b>DESCRIPTION:</b> KATY, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
73142	D	MMBtu	\$ .0000	12/01/2021	N
<b>DESCRIPTION:</b> GALENA PARK, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
77072	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> SPRING VALLEY, INC.					
Customer 42089 TRAFIGURA TRADING LLC					

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

**RRC COID: 6263 COMPANY NAME: CENTERPOINT ENERGY ENTEX****TARIFF CODE: DT RRC TARIFF NO: 35481****DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
77977	D	MMBtu	\$.0000	09/01/2022	N

**DESCRIPTION:** KATY, ENVIRONS

<b>Customer</b>	42089	TRAFIGURA TRADING LLC
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77983	D	MMBtu	\$.0000	11/01/2021	N
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**DESCRIPTION:** JERSEY VILLAGE, INC.

<b>Customer</b>	42089	TRAFIGURA TRADING LLC
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78248	D	MMBtu	\$.0000	02/01/2022	N
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**DESCRIPTION:** PORTER, ENVIRONS

<b>Customer</b>	42089	TRAFIGURA TRADING LLC
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78667	D	MMBtu	\$.0000	08/01/2021	N
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**DESCRIPTION:** HUNTERS CREEK VILLAGE, INC.

<b>Customer</b>	42089	TRAFIGURA TRADING LLC
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79037	D	MMBtu	\$.0000	02/01/2022	N
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**DESCRIPTION:** NEW CANEY, ENVIRONS

<b>Customer</b>	42089	TRAFIGURA TRADING LLC
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85417	D	MMBtu	\$.0000	08/01/2021	N
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**DESCRIPTION:** PINEY POINT VILLAGE, INC.

<b>Customer</b>	42089	TRAFIGURA TRADING LLC
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85938	D	MMBtu	\$.0000	08/01/2021	N
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**DESCRIPTION:** BUNKER HILL VILLAGE, INC.

<b>Customer</b>	42089	TRAFIGURA TRADING LLC
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**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY****FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263                      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 35482

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/06/2023

**INITIAL SERVICE DATE:** 08/01/2021                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-90-H-22 to T-90-H-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
42089	TRAFIGURA TRADING LLC	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35482
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-90-H-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE HOUSTON DIVISION RATE SCHEDULE NO. T-90 H-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$471.94; (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.7500/MMBtu Next 750 MMBtu @ \$0.6000/MMBtu Over 1,500 MMBtu @ \$0.4500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,296.94; (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.3500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>?</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,296.94; (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1125/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu</p>



## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35482
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

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**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35482**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-90 H-23                      Replaces Rate Schedule T-90 H-22                      Effective 06-15-23</p> <p>Tnspt Terms T-90A                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35482
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.</p> <p>2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</p> <p>2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.</p> <p>2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</p> <p>2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.</p> <p>2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p>
	<p><b>3. APPLICATION FOR SERVICE</b></p> <p>3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35482
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> <p>4.4.2.1 The MDQ;</p> <p>4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule</p>

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4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

#### 5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

#### 6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

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	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p><b>9. UNACCEPTABLE QUANTITIES</b></p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p><b>10. GAS TRANSPORTED BY COMPANY</b></p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-90B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with</p>

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	<p>documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical</p>

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	<p>Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <p>Overage Underage</p> <p>Imbalance Level The Company Pays Shipper the Shipper Pays the Following Percentage of the Company the Following Cash-Out Price Percentage of the Cash- Out Price From 0% to 5% 100% 100%</p> <p>From 5% to 10% 80% 120%</p> <p>From 10% to 15% 70% 130%</p> <p>From 15% to 20% 60% 140%</p> <p>Greater than 20% 50% 150%</p> <p>12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.</p> <p>12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two</p>



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	(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.
	<p>14. ASSURANCE OF PERFORMANCE</p> <p>If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.</p> <p>15. EVENT OF DEFAULT AND EARLY TERMINATION</p> <p>15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:</p> <p>15.1.1 Make an assignment or any general arrangement for the benefit of creditors;</p> <p>15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;</p> <p>15.1.3 otherwise become bankrupt or insolvent (however evidenced);</p> <p>15.1.4 be unable to pay its debts as they fall due;</p> <p>15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;</p> <p>15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;</p> <p>15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;</p> <p>15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or</p> <p>15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;</p> <p>then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</p> <p>15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.</p> <p>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.</p> <p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE</p> <p>16.1 Limitations of Liability</p> <p>16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the</p>

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<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Fifth Revised Terms &amp; Conditions    Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023    Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35482**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
55670	D	MMBtu	\$.0000	08/01/2021	N
<b>DESCRIPTION:</b> SUGAR LAND, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
55673	D	MMBtu	\$.0000	09/01/2022	N
<b>DESCRIPTION:</b> BAYTOWN, ENVIRONS					
Customer 42089 TRAFIGURA TRADING LLC					
58921	D	MMBtu	\$.0000	08/01/2021	N
<b>DESCRIPTION:</b> ALVIN, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
58924	D	MMBtu	\$.0000	08/01/2021	N
<b>DESCRIPTION:</b> CONROE, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
58926	D	MMBtu	\$.0000	11/01/2021	N
<b>DESCRIPTION:</b> DEER PARK, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
58928	D	MMBtu	\$.0000	08/01/2021	N
<b>DESCRIPTION:</b> HUMBLE, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
58929	D	MMBtu	\$.0000	08/01/2021	N
<b>DESCRIPTION:</b> MONTGOMERY COUNTY, ENVIRONS					
Customer 42089 TRAFIGURA TRADING LLC					
58930	D	MMBtu	\$.0000	08/01/2021	N
<b>DESCRIPTION:</b> PASADENA, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
58932	D	MMBtu	\$.0000	08/01/2021	N
<b>DESCRIPTION:</b> SHENANDOAH, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
58933	D	MMBtu	\$.0000	08/01/2021	N
<b>DESCRIPTION:</b> STAFFORD, INC.					
Customer 42089 TRAFIGURA TRADING LLC					

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35482**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
58936	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> WOODLANDS, ENVIRONS					
Customer 42089 TRAFIGURA TRADING LLC					
68172	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> NASSAU BAY, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
71800	D	MMBtu	\$ .0000	09/01/2022	N
<b>DESCRIPTION:</b> HEDWIG VILLAGE, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
73134	D	MMBtu	\$ .0000	11/01/2021	N
<b>DESCRIPTION:</b> SOUTH HOUSTON, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
149	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> HOUSTON, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
150	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> HOUSTON, ENVIRONS					
Customer 42089 TRAFIGURA TRADING LLC					
73142	D	MMBtu	\$ .0000	02/01/2023	N
<b>DESCRIPTION:</b> GALENA PARK, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
77072	D	MMBtu	\$ .0000	10/01/2022	N
<b>DESCRIPTION:</b> SPRING VALLEY, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
77073	D	MMBtu	\$ .0000	09/01/2022	N
<b>DESCRIPTION:</b> PEARLAND, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
77983	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> JERSEY VILLAGE, INC.					
Customer 42089 TRAFIGURA TRADING LLC					

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35482**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
78667	D	MMBtu	\$.0000	08/01/2021	N
<b>DESCRIPTION:</b> HUNTERS CREEK VILLAGE, INC.					
<b>Customer</b>	42089	TRAFIGURA TRADING LLC			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35483**

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A  
**OPERATOR NO:**  
**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/31/2023  
**INITIAL SERVICE DATE:** 08/01/2021                      **TERM OF CONTRACT DATE:**  
**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023  
**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**  
**CITY ORDINANCE NO:**  
**AMENDMENT(EXPLAIN):** None  
**OTHER(EXPLAIN):** Efft. 6/2023 Add Delivery Point Winnsboro Inc to this tariff

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**  
**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer  
**TITLE:** Coordinator Regulatory  
**ADDRESS LINE 1:** P.O. Box 2628  
**ADDRESS LINE 2:**  
**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628  
**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
42089	TRAFIGURA TRADING LLC	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35483
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

PSIF-17 IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.

T-91-E-23 CENTERPOINT ENERGY ENTEX  
TRANSPORTATION SERVICE  
BEAUMONT/EAST TEXAS DIVISION  
RATE SCHEDULE NO. T-91 E-23

**AVAILABILITY**

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

**APPLICATION**

This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.

**DEFINITIONS**

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.

**NET MONTHLY RATE**

(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$371.40;
- (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge
  - First 750 MMBtu @ \$0.6000/MMBtu
  - Next 750 MMBtu @ \$0.4000/MMBtu
  - Over 1,500 MMBtu @ \$0.2000/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,196.40;
- (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

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**NET MONTHLY RATE (cont'd)**

(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,196.40;
- (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1000/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

**CONTRACT DEMAND**

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35483
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	and equal to the higher of:
	(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;
	a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;
	b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;
	c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;
	d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;
	(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.
	(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.
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	<b>ANNUAL RATE ADJUSTMENT</b>
	The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.
	<b>EQUIVALENT QUANTITY OF NATURAL GAS</b>
	The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.
	<b>PAYMENTS TO GOVERNMENTAL AUTHORITIES</b>
	In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.
	<b>OTHER CHARGES</b>
	Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.
	<b>BILLING AND PAYMENT</b>
	Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35483**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-91 E-23                      Replaces Rate Schedule T-91 E-22                      Effective 06-15-23</p> <p>Tnspt Terms T-91A                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35483
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.</p> <p>2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</p> <p>2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.</p> <p>2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</p> <p>2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.</p> <p>2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p>
	<p><b>3. APPLICATION FOR SERVICE</b></p> <p>3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural</p>

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	<p>gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> <p>4.4.2.1 The MDQ;</p> <p>4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule</p>

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4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

#### 5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

#### 6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

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	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p><b>9. UNACCEPTABLE QUANTITIES</b></p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p><b>10. GAS TRANSPORTED BY COMPANY</b></p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-91B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with</p>

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	<p>documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical</p>

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	<p>Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <p>Overage Underage</p> <p>Imbalance Level The Company Pays Shipper the Shipper Pays the Following Percentage of the Company the Following Cash-Out Price Percentage of the Cash- Out Price From 0% to 5% 100% 100%</p> <p>From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%</p> <p>12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.</p> <p>12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35483
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.
	14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.
	15. EVENT OF DEFAULT AND EARLY TERMINATION
	15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:
	15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
	15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
	15.1.3 otherwise become bankrupt or insolvent (however evidenced);
	15.1.4 be unable to pay its debts as they fall due;
	15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
	15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;
	15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;
	15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or
	15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;
	then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.
	15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
	15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.
	15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.
	16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE
	16.1 Limitations of Liability
	16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35483**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Fifth Revised Terms &amp; Conditions    Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023    Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263**                      **COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT**                      **RRC TARIFF NO: 35483**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
77076	D	MMBtu	\$ .0000	08/01/2022	N
<b>DESCRIPTION:</b> ATLANTA, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
77125	D	MMBtu	\$ .0000	02/01/2023	N
<b>DESCRIPTION:</b> VIDOR, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
88218	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> WHITE OAK, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
90751	D	MMBtu	\$ .0000	03/01/2022	N
<b>DESCRIPTION:</b> SYLVAN-HARMONY, ENVIRONS					
Customer 42089 TRAFIGURA TRADING LLC					
23	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> BEAUMONT, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
118248	D	MMBtu	\$ .0000	06/01/2023	N
<b>DESCRIPTION:</b> Winnsboro Inc					
Customer 42089 TRAFIGURA TRADING LLC					
113577	D	MMBtu	\$ .0000	10/01/2021	N
<b>DESCRIPTION:</b> Winnsboro Env					
Customer 42089 TRAFIGURA TRADING LLC					
155	D	MMBtu	\$ .0000	01/01/2023	N
<b>DESCRIPTION:</b> HUNTSVILLE, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
234	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> NACOGDOCHES, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
252	D	MMBtu	\$ .0000	10/01/2021	N
<b>DESCRIPTION:</b> ORANGE, ENVIRONS					
Customer 42089 TRAFIGURA TRADING LLC					

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35483**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
359	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> TYLER, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
42991	D	MMBtu	\$ .0000	08/01/2022	N
<b>DESCRIPTION:</b> HENDERSON, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
42997	D	MMBtu	\$ .0000	08/01/2022	N
<b>DESCRIPTION:</b> JACKSONVILLE, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
42999	D	MMBtu	\$ .0000	08/01/2022	N
<b>DESCRIPTION:</b> JASPER, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
43007	D	MMBtu	\$ .0000	10/01/2021	N
<b>DESCRIPTION:</b> LONGVIEW, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
43009	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> LUFKIN, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
43015	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> ORANGE, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
43026	D	MMBtu	\$ .0000	09/01/2022	N
<b>DESCRIPTION:</b> SILSBEE, ENVIRONS					
Customer 42089 TRAFIGURA TRADING LLC					
43027	D	MMBtu	\$ .0000	01/01/2022	N
<b>DESCRIPTION:</b> SILSBEE, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
43028	D	MMBtu	\$ .0000	09/01/2022	N
<b>DESCRIPTION:</b> TENAHA, ENVIRONS					
Customer 42089 TRAFIGURA TRADING LLC					

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35483**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
58925	D	MMBtu	\$.0000	04/01/2005	N
<b>DESCRIPTION:</b> CROSBY, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
71798	D	MMBtu	\$.0000	08/01/2022	N
<b>DESCRIPTION:</b> KILGORE, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
71799	D	MMBtu	\$.0000	08/01/2021	N
<b>DESCRIPTION:</b> WEST ORANGE, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
77066	D	MMBtu	\$.0000	03/01/2023	N
<b>DESCRIPTION:</b> CROCKETT, INC.					
Customer 42089 TRAFIGURA TRADING LLC					

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT      **RRC TARIFF NO:** 35484

**DESCRIPTION:** Distribution Transportation      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**      **RECEIVED DATE:** 07/06/2023

**INITIAL SERVICE DATE:** 08/01/2021      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-91-E-22 to T-91-E-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305      **ACTIVE FLAG:** Y      **INACTIVE DATE:**

**FIRST NAME:** Petra      **MIDDLE:**      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston      **STATE:** TX      **ZIP:** 77252      **ZIP4:** 2628

**AREA CODE:** 713      **PHONE NO:** 207-3363      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
42089	TRAFIGURA TRADING LLC	N	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35484**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	<p>IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.</p>
T-91-E-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE BEAUMONT/EAST TEXAS DIVISION RATE SCHEDULE NO. T-91 E-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <ul style="list-style-type: none"> <li>(i) Customer Charge @ \$371.40;</li> <li>(ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein;</li> <li>(iii) Distribution Charge <ul style="list-style-type: none"> <li>First 750 MMBtu @ \$0.6000/MMBtu</li> <li>Next 750 MMBtu @ \$0.4000/MMBtu</li> <li>Over 1,500 MMBtu @ \$0.2000/MMBtu</li> </ul> </li> <li>(iv) Payments to Government Authorities, as defined herein.</li> </ul> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <ul style="list-style-type: none"> <li>(i) Customer Charge @ \$1,196.40;</li> <li>(ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein;</li> <li>(iii) Distribution Charge @ \$0.1500/MMBtu</li> <li>(iv) Payments to Government Authorities, as defined herein.</li> </ul> <p>?</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <ul style="list-style-type: none"> <li>(i) Customer Charge @ \$1,196.40;</li> <li>(ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein;</li> <li>(iii) Distribution Charge @ \$0.1000/MMBtu</li> <li>(iv) Payments to Government Authorities, as defined herein.</li> </ul> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35484
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

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**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be

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	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-91 E-23                      Replaces Rate Schedule T-91 E-22                      Effective 06-15-23</p> <p>Tnspt Terms T-91A                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p>



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- 2.4 The term "Btu" shall mean British Thermal Unit.
- 2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.
- 2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).
- 2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.
- 2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.
- 2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.
- 2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.
- 2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.
- 2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
- 2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.
- 2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.
- 2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.
- 2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.
- 2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.
- 2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.
- 2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.
- 2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.
- 2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.
- 2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

## 3. APPLICATION FOR SERVICE

- 3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.
- 3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.
- 3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.
- 3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.
- 3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural

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gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

#### 4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule

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	4.4.3 The Receipt Point(s) and Delivery Point(s);
	4.4.4 Term of Service
	4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;
	4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.
	4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;
	4.4.6 Upstream Pipeline Contact Information for Confirmations
	4.4.7 Indexes:
	4.4.7.1 Applicable Monthly Index;
	4.4.7.2 Applicable Index Adder; and
	4.4.7.3 Applicable Daily Index
	4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.
	4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.
	4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.
	4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.
	4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.
	<b>5. SCHEDULING AND NOMINATIONS</b>
	5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.
	5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.
	<b>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</b>
	6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.
	6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.
	6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

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	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p><b>9. UNACCEPTABLE QUANTITIES</b></p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p><b>10. GAS TRANSPORTED BY COMPANY</b></p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-91B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with</p>

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	<p>documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35484**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <p>Overage Underage</p> <p>Imbalance Level    The Company Pays Shipper the    Shipper Pays the            Following Percentage of the    Company the Following Cash-Out Price    Percentage of the Cash-            Out Price            From 0% to 5%    100%    100%</p> <p>From 5% to 10%    80%    120%</p> <p>From 10% to 15%    70%    130%</p> <p>From 15% to 20%    60%    140%</p> <p>Greater than 20%    50%    150%</p> <p>12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.</p> <p>12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35484
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.
	14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.
	15. EVENT OF DEFAULT AND EARLY TERMINATION
	15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:
	15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
	15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
	15.1.3 otherwise become bankrupt or insolvent (however evidenced);
	15.1.4 be unable to pay its debts as they fall due;
	15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
	15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;
	15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;
	15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or
	15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;
	then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.
	15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
	15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.
	15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.
	16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE
	16.1 Limitations of Liability
	16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35484
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263**                      **COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT**                      **RRC TARIFF NO: 35484**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
359	D	MMBtu	\$ .0000	05/01/2023	N
<b>DESCRIPTION:</b> TYLER, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
43009	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> LUFKIN, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
71798	D	MMBtu	\$ .0000	04/01/2022	N
<b>DESCRIPTION:</b> KILGORE, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
77982	D	MMBtu	\$ .0000	05/01/2023	N
<b>DESCRIPTION:</b> LUMBERTON, ENVIRONS					
Customer 42089 TRAFIGURA TRADING LLC					
111218	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> WASKOM, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
234	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> NACOGDOCHES, INC.					
Customer 42089 TRAFIGURA TRADING LLC					

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263                      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 35485

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/06/2023

**INITIAL SERVICE DATE:** 08/01/2021                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-90-C-22 to T-90-C-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
42089	TRAFIGURA TRADING LLC	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35485
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-90-C-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE TEXAS COAST DIVISION RATE SCHEDULE NO. T-90 C-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <ul style="list-style-type: none"> <li>(i) Customer Charge @ \$573.10;</li> <li>(ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein;</li> <li>(iii) Distribution Charge <ul style="list-style-type: none"> <li>First 750 MMBtu @ \$0.7500/MMBtu</li> <li>Next 750 MMBtu @ \$0.6000/MMBtu</li> <li>Over 1,500 MMBtu @ \$0.4500/MMBtu</li> </ul> </li> <li>(iv) Payments to Government Authorities, as defined herein.</li> </ul> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <ul style="list-style-type: none"> <li>(i) Customer Charge @ \$1,398.10;</li> <li>(ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein;</li> <li>(iii) Distribution Charge @ \$0.3500/MMBtu</li> <li>(iv) Payments to Government Authorities, as defined herein.</li> </ul> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <ul style="list-style-type: none"> <li>(i) Customer Charge @ \$1,398.10;</li> <li>(ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein;</li> <li>(iii) Distribution Charge @ \$0.1125/MMBtu</li> <li>(iv) Payments to Government Authorities, as defined herein.</li> </ul> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu and equal to the higher of:</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35485
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not have gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall

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	<p>bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-90 C-23                      Replaces Rate Schedule T-90 C-22                      Effective 06-15-23</p> <p>Tnspt Terms T-90A                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed</p>

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	to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).
	2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.
	2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.
	2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.
	2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.
	2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.
	2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
	2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.
	2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.
	2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.
	2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.
	2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.
	2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.
	2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.
	2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.
	2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.
	2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.
	<b>3. APPLICATION FOR SERVICE</b>
	3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.
	3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.
	3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.
	3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.
	3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of

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	such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.
	3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.
	3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:
	3.6.1.1 A copy of Shipper's most recent audited financial statements;
	3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;
	3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and
	3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.
	3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:
	3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.
	3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.
	3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.
	3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.
	<b>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</b>
	4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.
	4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.
	4.3 All approved Shippers must submit an Exhibit A for any of the following:
	4.3.1 A request to initiate transportation service at a specified Delivery Point;
	4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
	4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
	4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.
	4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:
	4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;
	4.4.2 Gas Quantities:
	4.4.2.1 The MDQ;
	4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule
	4.4.3 The Receipt Point(s) and Delivery Point(s);
	4.4.4 Term of Service
	4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

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	<p>4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.</p> <p>4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;</p> <p>4.4.6 Upstream Pipeline Contact Information for Confirmations</p> <p>4.4.7 Indexes:</p> <p>4.4.7.1 Applicable Monthly Index;</p> <p>4.4.7.2 Applicable Index Adder; and</p> <p>4.4.7.3 Applicable Daily Index</p> <p>4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.</p> <p>4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.</p> <p>4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.</p> <p>4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.</p> <p>4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.</p> <p><b>5. SCHEDULING AND NOMINATIONS</b></p> <p>5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.</p> <p>5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.</p> <p><b>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</b></p> <p>6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> <p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's</p>



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	<p>system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>8. WARRANTY OF TITLE</p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p>9. UNACCEPTABLE QUANTITIES</p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p>10. GAS TRANSPORTED BY COMPANY</p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-90B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p>11. FACILITIES</p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any</p>

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specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.

## 12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

## 12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

## 12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available

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	to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.
	12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.
	12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.
	12.7 Monthly Imbalances
	12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.
	Overage Underage
	Imbalance Level The Company Pays Shipper the Shipper Pays the Following Percentage of the Company the Following Cash-Out Price Percentage of the Cash-Out Price
	From 0% to 5% 100% 100%
	From 5% to 10% 80% 120%
	From 10% to 15% 70% 130%
	From 15% to 20% 60% 140%
	Greater than 20% 50% 150%
	12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.
	12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.
	12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.
	13. BILLING AND PAYMENT
	13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.
	13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.
	13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.
	13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.
	13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

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## 14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

## 15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;

then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

## 16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

## 16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

## 16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE

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OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.

16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

Fifth Revised Terms & Conditions Replaces Fourth Revised T-90, T-91 & T-92 Effective 06-15-2023 Terms & Conditions

**RATE ADJUSTMENT PROVISIONS:**

None

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**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
194	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> LA PORTE, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
202	D	MMBtu	\$ .0185	08/01/2021	N
<b>DESCRIPTION:</b> LEAGUE CITY, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
352	D	MMBtu	\$ .0000	09/01/2021	N
<b>DESCRIPTION:</b> TEXAS CITY, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
55670	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> SUGAR LAND, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
55672	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> DICKINSON, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
55673	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> BAYTOWN, ENVIRONS					
Customer 42089 TRAFIGURA TRADING LLC					
55675	D	MMBtu	\$ .0000	08/01/2022	N
<b>DESCRIPTION:</b> RICHMOND, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
58921	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> ALVIN, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
58935	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> WEBSTER, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
66265	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> BAYTOWN, INC.					
Customer 42089 TRAFIGURA TRADING LLC					

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**DELIVERY POINTS**

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66267	D	MMBtu	\$.0000	08/01/2021	N
<b>DESCRIPTION:</b> WHARTON, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
67772	D	MMBtu	\$.0000	10/01/2021	N
<b>DESCRIPTION:</b> LAKE JACKSON, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
68836	D	MMBtu	\$.0000	08/01/2021	N
<b>DESCRIPTION:</b> BROOKSHIRE, ENVIRONS					
Customer 42089 TRAFIGURA TRADING LLC					
68838	D	MMBtu	\$.0000	09/01/2022	N
<b>DESCRIPTION:</b> BARRETT'S SETTLEMENT, ENVIRONS					
Customer 42089 TRAFIGURA TRADING LLC					
73135	D	MMBtu	\$.0000	02/01/2023	N
<b>DESCRIPTION:</b> HIGHLANDS, ENVIRONS					
Customer 42089 TRAFIGURA TRADING LLC					
73137	D	MMBtu	\$.0000	08/01/2021	N
<b>DESCRIPTION:</b> SUGAR LAND, ENVIRONS					
Customer 42089 TRAFIGURA TRADING LLC					
73140	D	MMBtu	\$.0000	08/01/2021	N
<b>DESCRIPTION:</b> KATY, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
73145	D	MMBtu	\$.0000	08/01/2022	N
<b>DESCRIPTION:</b> CROSBY, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
77073	D	MMBtu	\$.0000	08/01/2021	N
<b>DESCRIPTION:</b> PEARLAND, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
77075	D	MMBtu	\$.0000	01/01/2022	N
<b>DESCRIPTION:</b> ROSENBERG, INC.					
Customer 42089 TRAFIGURA TRADING LLC					

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77973	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> CLUTE, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
111217	D	MMBtu	\$ .0000	08/01/2022	N
<b>DESCRIPTION:</b> LA MARQUE, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
149	D	MMBtu	\$ .0000	12/01/2022	N
<b>DESCRIPTION:</b> HOUSTON, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
77974	D	MMBtu	\$ .0000	06/01/2022	N
<b>DESCRIPTION:</b> DICKINSON, ENVIRONS					
Customer 42089 TRAFIGURA TRADING LLC					
77975	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> FRIENDSWOOD, ENVIRONS					
Customer 42089 TRAFIGURA TRADING LLC					
77977	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> KATY, ENVIRONS					
Customer 42089 TRAFIGURA TRADING LLC					
77981	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> SEABROOK, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
78666	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> BROOKSHIRE, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
78744	D	MMBtu	\$ .0000	02/01/2023	N
<b>DESCRIPTION:</b> FRIENDSWOOD, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
80625	D	MMBtu	\$ .0000	08/01/2022	N
<b>DESCRIPTION:</b> KEMAH, INC.					
Customer 42089 TRAFIGURA TRADING LLC					



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**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>			
91337	D	MMBtu	\$.0000	02/01/2023	N			
<b>DESCRIPTION:</b> LIVERPOOL, ENVIRONS								
<table border="1" style="width:100%"> <tr> <td style="width:15%"><b>Customer</b></td> <td style="width:20%">42089</td> <td style="width:65%">TRAFIGURA TRADING LLC</td> </tr> </table>						<b>Customer</b>	42089	TRAFIGURA TRADING LLC
<b>Customer</b>	42089	TRAFIGURA TRADING LLC						

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263                      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 35486

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/07/2023

**INITIAL SERVICE DATE:** 08/01/2021                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-91-S-22 to T-91-S-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
42089	TRAFIGURA TRADING LLC	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35486
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-91-S-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE SOUTH TEXAS DIVISION RATE SCHEDULE NO. T-91 S-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$470.68; (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.6000/MMBtu Next 750 MMBtu @ \$0.4000/MMBtu Over 1,500 MMBtu @ \$0.2000/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,295.68; (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>?</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,295.68; (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu</p>

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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35486
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	and equal to the higher of:
	(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;
	a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;
	b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;
	c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;
	d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;
	(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.
	(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.
	?
	<b>ANNUAL RATE ADJUSTMENT</b>
	The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.
	<b>EQUIVALENT QUANTITY OF NATURAL GAS</b>
	The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.
	<b>PAYMENTS TO GOVERNMENTAL AUTHORITIES</b>
	In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.
	<b>OTHER CHARGES</b>
	Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.
	<b>BILLING AND PAYMENT</b>
	Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be

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**CURRENT RATE COMPONENT**

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	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-91 S-23                      Replaces Rate Schedule T-91 S-22                      Effective 06-15-23</p> <p>Tnspt Terms T-91A      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p>

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	<p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.</p> <p>2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</p> <p>2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.</p> <p>2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</p> <p>2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.</p> <p>2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p>
	<p><b>3. APPLICATION FOR SERVICE</b></p> <p>3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural</p>

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	<p>gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> <p>4.4.2.1 The MDQ;</p> <p>4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule</p>

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**CURRENT RATE COMPONENT**

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	4.4.3 The Receipt Point(s) and Delivery Point(s);
	4.4.4 Term of Service
	4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;
	4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.
	4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;
	4.4.6 Upstream Pipeline Contact Information for Confirmations
	4.4.7 Indexes:
	4.4.7.1 Applicable Monthly Index;
	4.4.7.2 Applicable Index Adder; and
	4.4.7.3 Applicable Daily Index
	4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.
	4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.
	4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.
	4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.
	4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.
	<b>5. SCHEDULING AND NOMINATIONS</b>
	5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.
	5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.
	<b>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</b>
	6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.
	6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.
	6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.



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**CURRENT RATE COMPONENT**

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	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p><b>9. UNACCEPTABLE QUANTITIES</b></p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p><b>10. GAS TRANSPORTED BY COMPANY</b></p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-91B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.

**12. BALANCING**

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

**12.5 Daily Imbalances During Critical Period Events**

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

**12.6 Multi-day Imbalances**

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical

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	<p>Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <p>Overage Underage</p> <p>Imbalance Level The Company Pays Shipper the Shipper Pays the Following Percentage of the Company the Following Cash-Out Price Percentage of the Cash- Out Price From 0% to 5% 100% 100%</p> <p>From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%</p> <p>12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.</p> <p>12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two</p>

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**CURRENT RATE COMPONENT**

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	(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.
	<b>14. ASSURANCE OF PERFORMANCE</b> If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.
	<b>15. EVENT OF DEFAULT AND EARLY TERMINATION</b>
	15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:
	15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
	15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
	15.1.3 otherwise become bankrupt or insolvent (however evidenced);
	15.1.4 be unable to pay its debts as they fall due;
	15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
	15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;
	15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;
	15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or
	15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;
	then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.
	15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
	15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.
	15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.
	<b>16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE</b>
	16.1 Limitations of Liability
	16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the



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**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
43003	D	MMBtu	\$ .0000	08/01/2022	N
<b>DESCRIPTION:</b> LAREDO, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
43013	D	MMBtu	\$ .0000	08/01/2022	N
<b>DESCRIPTION:</b> NEW BRAUNFELS, ENVIRONS					
Customer 42089 TRAFIGURA TRADING LLC					
43019	D	MMBtu	\$ .0000	08/01/2022	N
<b>DESCRIPTION:</b> SAN MARCOS, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
43033	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> VICTORIA, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
55674	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> EL CAMPO, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
66345	D	MMBtu	\$ .0000	09/01/2022	N
<b>DESCRIPTION:</b> UNIVERSAL CITY, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
73133	D	MMBtu	\$ .0000	08/01/2022	N
<b>DESCRIPTION:</b> ALICE, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
77069	D	MMBtu	\$ .0000	07/01/2022	N
<b>DESCRIPTION:</b> BEEVILLE, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
77965	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> PORT LAVACA, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
78512	D	MMBtu	\$ .0000	08/01/2022	N
<b>DESCRIPTION:</b> SCHERTZ, INC.					
Customer 42089 TRAFIGURA TRADING LLC					

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**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
80460	D	MMBtu	\$.0000	02/01/2023	N
<b>DESCRIPTION:</b> CONVERSE, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
80461	D	MMBtu	\$.0000	02/01/2023	N
<b>DESCRIPTION:</b> POTH, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
88792	D	MMBtu	\$.0000	12/01/2022	N
<b>DESCRIPTION:</b> KARNES CITY, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
88793	D	MMBtu	\$.0000	12/01/2022	N
<b>DESCRIPTION:</b> KARNES CITY, ENVIRONS					
Customer 42089 TRAFIGURA TRADING LLC					
94309	D	MMBtu	\$.0000	08/01/2022	N
<b>DESCRIPTION:</b> CIBOLO, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
111219	D	MMBtu	\$.0000	08/01/2021	N
<b>DESCRIPTION:</b> BEEVILLE, ENVIRONS					
Customer 42089 TRAFIGURA TRADING LLC					
43000	D	MMBtu	\$.0000	03/01/2023	N
<b>DESCRIPTION:</b> KENEDY, ENVIRONS					
Customer 42089 TRAFIGURA TRADING LLC					

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

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**RRC COID:** 6263                      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 35487

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/06/2023

**INITIAL SERVICE DATE:** 08/01/2021                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Eff. 6/15/2023 Revised T-92-C-22 to T-92-C-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
42089	TRAFIGURA TRADING LLC	N	



## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35487
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-92-C-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE TEXAS COAST DIVISION RATE SCHEDULE NO. T-92 C-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas, South Texas, Houston or Texas Coast Divisions, as defined in the contract contemplated hereby, to a campus or campuses of a public school district that is eligible to purchase State Royalty Gas; (d) where the actual aggregated annual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 50 MMBtu per day; and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$2,773.10; (ii) Administrative Charge @ \$15.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.2500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu and equal to the higher of:</p> <p>(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;</p> <p>a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;</p> <p>b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;</p> <p>CONTRACT DEMAND (cont'd)</p> <p>c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;</p> <p>d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of</p>

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natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 50 MMBtu.

**ANNUAL RATE ADJUSTMENT**

The Customer Charge in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

**NATURAL GAS ACT**

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.

**WRITTEN SERVICE AGREEMENT**

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

**CURTAILMENT**

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
Tnspt Terms T-92A	<p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-92 C-23 Replaces Rate Schedule T-92 C-22 Effective 06-15-23</p> <p>CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23 Rate Schedule T-91 E-23 and T-91 S-23 Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting</p>

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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

primarily of methane.

2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.

2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.

2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

**3. APPLICATION FOR SERVICE**

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

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3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

#### 4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for

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transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

**5. SCHEDULING AND NOMINATIONS**

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

**6. APPLICATION OF GENERAL TERMS AND CONDITIONS**

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

**7. RECEIPT OF GAS FOR TRANSPORT**

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

**8. WARRANTY OF TITLE**

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

**9. UNACCEPTABLE QUANTITIES**

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<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company?s facilities.</p> <p>10. GAS TRANSPORTED BY COMPANY</p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-92B                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>11. FACILITIES</p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper?s designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper?s designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper?s designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper?s designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper?s designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company?s upstream gas supply, transportation,</p>

GAS SERVICES DIVISION

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**CURRENT RATE COMPONENT**

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	<p>storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. 'Critical Period Event' can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ('OFO's') or Operational Alerts ('OA's') of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The 'Critical Period Price' shall be the 'Applicable Daily Index' specified in the Agreement or, if the Applicable Daily Index is not published for the day, the 'Applicable Alternative Daily Index' specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The 'cash-out' price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes</p>



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	received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.
	Overage Underage
	Imbalance Level The Company Pays Shipper the Shipper Pays the Following Percentage of the Company the Following Cash-Out Price Percentage of the Cash-Out Price
	From 0% to 5% 100% 100%
	From 5% to 10% 80% 120%
	From 10% to 15% 70% 130%
	From 15% to 20% 60% 140%
	Greater than 20% 50% 150%
	12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.
	12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.
	12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.
	<b>13. BILLING AND PAYMENT</b>
	13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.
	13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.
	13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.
	13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.
	13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.
	<b>14. ASSURANCE OF PERFORMANCE</b>
	If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.
	<b>15. EVENT OF DEFAULT AND EARLY TERMINATION</b>
	15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:
	15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
	15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any

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GSD - 2 TARIFF REPORT

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	<p>bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;</p> <p>15.1.3 otherwise become bankrupt or insolvent (however evidenced);</p> <p>15.1.4 be unable to pay its debts as they fall due;</p> <p>15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;</p> <p>15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;</p> <p>15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;</p> <p>15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or</p> <p>15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;</p> <p>then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</p> <p>15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.</p> <p>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.</p> <p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE</p> <p>16.1 Limitations of Liability</p> <p>16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE</p>

GAS SERVICES DIVISION

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Fifth Revised Terms &amp; Conditions    Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023    Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

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**TARIFF CODE: DT**                      **RRC TARIFF NO: 35487**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
66265	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> BAYTOWN, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
73135	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> HIGHLANDS, ENVIRONS					
Customer 42089 TRAFIGURA TRADING LLC					
73140	D	MMBtu	\$ .0000	09/01/2022	N
<b>DESCRIPTION:</b> KATY, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
77977	D	MMBtu	\$ .0000	11/01/2021	N
<b>DESCRIPTION:</b> KATY, ENVIRONS					
Customer 42089 TRAFIGURA TRADING LLC					
150	D	MMBtu	\$ .0000	11/01/2021	N
<b>DESCRIPTION:</b> HOUSTON, ENVIRONS					
Customer 42089 TRAFIGURA TRADING LLC					
55673	D	MMBtu	\$ .0000	08/01/2021	N
<b>DESCRIPTION:</b> BAYTOWN, ENVIRONS					
Customer 42089 TRAFIGURA TRADING LLC					
80624	D	MMBtu	\$ .0000	09/01/2022	N
<b>DESCRIPTION:</b> PECAN GROVE, ENVIRONS					
Customer 42089 TRAFIGURA TRADING LLC					
92630	D	MMBtu	\$ .0000	09/01/2022	N
<b>DESCRIPTION:</b> FULSHEAR, INC					
Customer 42089 TRAFIGURA TRADING LLC					

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35487**

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

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**RRC COID:** 6263                      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 35488

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/06/2023

**INITIAL SERVICE DATE:** 08/01/2021                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-91-E-22 to T-91-E-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
42089	TRAFIGURA TRADING LLC	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35488
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-91-E-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE BEAUMONT/EAST TEXAS DIVISION RATE SCHEDULE NO. T-91 E-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$371.40; (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.6000/MMBtu Next 750 MMBtu @ \$0.4000/MMBtu Over 1,500 MMBtu @ \$0.2000/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,196.40; (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>?</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,196.40; (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu</p>

## GAS SERVICES DIVISION

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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not have gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

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**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be



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	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-91 E-23                      Replaces Rate Schedule T-91 E-22                      Effective 06-15-23</p> <p>Tnspt Terms T-91A                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p>

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	<p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.</p> <p>2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</p> <p>2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.</p> <p>2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</p> <p>2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.</p> <p>2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p>
	<p><b>3. APPLICATION FOR SERVICE</b></p> <p>3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural</p>

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	<p>gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> <p>4.4.2.1 The MDQ;</p> <p>4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule</p>

## GAS SERVICES DIVISION

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4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

#### 5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

#### 6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p><b>9. UNACCEPTABLE QUANTITIES</b></p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p><b>10. GAS TRANSPORTED BY COMPANY</b></p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-91B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with</p>

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GSD - 2 TARIFF REPORT

**RRC COID:** 6263                      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

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	<p>documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical</p>

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	<p>Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <p>Overage Underage</p> <p>Imbalance Level The Company Pays Shipper the Shipper Pays the Following Percentage of the Company the Following Cash-Out Price Percentage of the Cash-Out Price</p> <table border="0"> <tr> <td>From 0% to 5%</td> <td>100%</td> <td>100%</td> </tr> <tr> <td>From 5% to 10%</td> <td>80%</td> <td>120%</td> </tr> <tr> <td>From 10% to 15%</td> <td>70%</td> <td>130%</td> </tr> <tr> <td>From 15% to 20%</td> <td>60%</td> <td>140%</td> </tr> <tr> <td>Greater than 20%</td> <td>50%</td> <td>150%</td> </tr> </table> <p>12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.</p> <p>12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two</p>	From 0% to 5%	100%	100%	From 5% to 10%	80%	120%	From 10% to 15%	70%	130%	From 15% to 20%	60%	140%	Greater than 20%	50%	150%
From 0% to 5%	100%	100%														
From 5% to 10%	80%	120%														
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From 15% to 20%	60%	140%														
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GSD - 2 TARIFF REPORT

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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35488
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**CURRENT RATE COMPONENT**

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	(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.
	14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.
	15. EVENT OF DEFAULT AND EARLY TERMINATION
	15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:
	15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
	15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
	15.1.3 otherwise become bankrupt or insolvent (however evidenced);
	15.1.4 be unable to pay its debts as they fall due;
	15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
	15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;
	15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;
	15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or
	15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;
	then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.
	15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
	15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.
	15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.
	16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE
	16.1 Limitations of Liability
	16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the



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	<p>basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Fifth Revised Terms &amp; Conditions    Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023    Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

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GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35488**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
234	D	MMBtu	\$.0000	08/01/2021	N
<b>DESCRIPTION:</b> NACOGDOCHES, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
359	D	MMBtu	\$.0000	09/01/2022	N
<b>DESCRIPTION:</b> TYLER, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
42971	D	MMBtu	\$.0000	08/01/2021	N
<b>DESCRIPTION:</b> BEAUMONT, ENVIRONS					
Customer 42089 TRAFIGURA TRADING LLC					
42994	D	MMBtu	\$.0000	08/01/2021	N
<b>DESCRIPTION:</b> HUNTSVILLE, ENVIRONS					
Customer 42089 TRAFIGURA TRADING LLC					
43006	D	MMBtu	\$.0000	08/01/2021	N
<b>DESCRIPTION:</b> LONGVIEW, ENVIRONS					
Customer 42089 TRAFIGURA TRADING LLC					
60	D	MMBtu	\$.0000	08/01/2021	N
<b>DESCRIPTION:</b> CLEVELAND, ENVIRONS					
Customer 42089 TRAFIGURA TRADING LLC					
113577	D	MMBtu	\$.0000	11/01/2021	N
<b>DESCRIPTION:</b> Winnsboro Env					
Customer 42089 TRAFIGURA TRADING LLC					

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35489**

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A  
**OPERATOR NO:**  
**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/06/2023  
**INITIAL SERVICE DATE:** 08/01/2021                      **TERM OF CONTRACT DATE:**  
**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023  
**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**  
**CITY ORDINANCE NO:**  
**AMENDMENT(EXPLAIN):** None  
**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-90-C-22 to T-90-C-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**  
**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer  
**TITLE:** Coordinator Regulatory  
**ADDRESS LINE 1:** P.O. Box 2628  
**ADDRESS LINE 2:**  
**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628  
**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
42087	GAS SOUTH LIMITED	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35489
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-90-C-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE TEXAS COAST DIVISION RATE SCHEDULE NO. T-90 C-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$573.10; (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.7500/MMBtu Next 750 MMBtu @ \$0.6000/MMBtu Over 1,500 MMBtu @ \$0.4500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,398.10; (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.3500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,398.10; (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1125/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu and equal to the higher of:</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35489
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not have gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-90 C-23                      Replaces Rate Schedule T-90 C-22                      Effective 06-15-23</p> <p>Tnspt Terms T-90A                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed</p>

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	to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).
	2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.
	2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.
	2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.
	2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.
	2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.
	2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
	2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.
	2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.
	2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.
	2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.
	2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.
	2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.
	2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.
	2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.
	2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.
	2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.
	<b>3. APPLICATION FOR SERVICE</b>
	3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.
	3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.
	3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.
	3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.
	3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of

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	such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.
	3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.
	3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:
	3.6.1.1 A copy of Shipper's most recent audited financial statements;
	3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;
	3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and
	3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.
	3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:
	3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.
	3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.
	3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.
	3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.
	<b>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</b>
	4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.
	4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.
	4.3 All approved Shippers must submit an Exhibit A for any of the following:
	4.3.1 A request to initiate transportation service at a specified Delivery Point;
	4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
	4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
	4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.
	4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:
	4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;
	4.4.2 Gas Quantities:
	4.4.2.1 The MDQ;
	4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule
	4.4.3 The Receipt Point(s) and Delivery Point(s);
	4.4.4 Term of Service
	4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;



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	<p>4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.</p> <p>4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;</p> <p>4.4.6 Upstream Pipeline Contact Information for Confirmations</p> <p>4.4.7 Indexes:</p> <p>4.4.7.1 Applicable Monthly Index;</p> <p>4.4.7.2 Applicable Index Adder; and</p> <p>4.4.7.3 Applicable Daily Index</p> <p>4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.</p> <p>4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.</p> <p>4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.</p> <p>4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.</p> <p>4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.</p> <p><b>5. SCHEDULING AND NOMINATIONS</b></p> <p>5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.</p> <p>5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.</p> <p><b>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</b></p> <p>6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> <p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's</p>

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	<p>system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>8. WARRANTY OF TITLE</p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p>9. UNACCEPTABLE QUANTITIES</p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p>10. GAS TRANSPORTED BY COMPANY</p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-90B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p>11. FACILITIES</p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any</p>

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	<p>specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available</p>

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	to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.
	12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.
	12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.
	12.7 Monthly Imbalances
	12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.
	Overage Underage
	Imbalance Level The Company Pays Shipper the Shipper Pays the Following Percentage of the Company the Following Cash-Out Price Percentage of the Cash-Out Price
	From 0% to 5% 100% 100%
	From 5% to 10% 80% 120%
	From 10% to 15% 70% 130%
	From 15% to 20% 60% 140%
	Greater than 20% 50% 150%
	12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.
	12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.
	12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.
	13. BILLING AND PAYMENT
	13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.
	13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.
	13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.
	13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.
	13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

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	<p>14. ASSURANCE OF PERFORMANCE</p> <p>If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.</p>
	<p>15. EVENT OF DEFAULT AND EARLY TERMINATION</p> <p>15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:</p> <p>15.1.1 Make an assignment or any general arrangement for the benefit of creditors;</p> <p>15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;</p> <p>15.1.3 otherwise become bankrupt or insolvent (however evidenced);</p> <p>15.1.4 be unable to pay its debts as they fall due;</p> <p>15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;</p> <p>15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;</p> <p>15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;</p> <p>15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or</p> <p>15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;</p> <p>then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</p> <p>15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.</p> <p>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.</p> <p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p>
	<p>16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE</p> <p>16.1 Limitations of Liability</p> <p>16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE</p>

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	<p>OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p>
	<p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35489**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
66265	D	MMBtu	\$.0000	08/01/2021	N
<b>DESCRIPTION:</b> BAYTOWN, INC.					
Customer 42087 GAS SOUTH LIMITED					
77972	D	MMBtu	\$.0000	08/01/2021	N
<b>DESCRIPTION:</b> FREEPORT, INC.					
Customer 42087 GAS SOUTH LIMITED					
77973	D	MMBtu	\$.0000	08/01/2021	N
<b>DESCRIPTION:</b> CLUTE, INC.					
Customer 42087 GAS SOUTH LIMITED					
77975	D	MMBtu	\$.0000	08/01/2021	N
<b>DESCRIPTION:</b> FRIENDSWOOD, ENVIRONS					
Customer 42087 GAS SOUTH LIMITED					
80624	D	MMBtu	\$.0000	10/01/2022	N
<b>DESCRIPTION:</b> PECAN GROVE, ENVIRONS					
Customer 42087 GAS SOUTH LIMITED					
55670	D	MMBtu	\$.0000	08/01/2021	N
<b>DESCRIPTION:</b> SUGAR LAND, INC.					
Customer 42087 GAS SOUTH LIMITED					
55678	D	MMBtu	\$.0000	11/01/2022	N
<b>DESCRIPTION:</b> LA PORTE, ENVIRONS					
Customer 42087 GAS SOUTH LIMITED					

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263                      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 35490

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/06/2023

**INITIAL SERVICE DATE:** 08/01/2021                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-90-H-22 to T-90-H-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
42087	GAS SOUTH LIMITED	N	



## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35490
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-90-H-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE HOUSTON DIVISION RATE SCHEDULE NO. T-90 H-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$471.94; (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.7500/MMBtu Next 750 MMBtu @ \$0.6000/MMBtu Over 1,500 MMBtu @ \$0.4500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,296.94; (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.3500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>?</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,296.94; (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1125/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35490
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

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**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be

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**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-90 H-23                      Replaces Rate Schedule T-90 H-22                      Effective 06-15-23</p> <p>Tnspt Terms T-90A                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p>

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.</p> <p>2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</p> <p>2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.</p> <p>2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</p> <p>2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.</p> <p>2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p>
	<p><b>3. APPLICATION FOR SERVICE</b></p> <p>3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural</p>

GAS SERVICES DIVISION

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<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> <p>4.4.2.1 The MDQ;</p> <p>4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35490
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

#### 5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

#### 6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

GAS SERVICES DIVISION

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<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35490
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p><b>9. UNACCEPTABLE QUANTITIES</b></p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p><b>10. GAS TRANSPORTED BY COMPANY</b></p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-90B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with</p>

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**CURRENT RATE COMPONENT**

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	<p>documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical</p>



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	<p>Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <p>Overage Underage</p> <p>Imbalance Level The Company Pays Shipper the Shipper Pays the Following Percentage of the Company the Following Cash-Out Price Percentage of the Cash-Out Price</p> <table border="0"> <tr> <td>From 0% to 5%</td> <td>100%</td> <td>100%</td> </tr> <tr> <td>From 5% to 10%</td> <td>80%</td> <td>120%</td> </tr> <tr> <td>From 10% to 15%</td> <td>70%</td> <td>130%</td> </tr> <tr> <td>From 15% to 20%</td> <td>60%</td> <td>140%</td> </tr> <tr> <td>Greater than 20%</td> <td>50%</td> <td>150%</td> </tr> </table> <p>12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.</p> <p>12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two</p>	From 0% to 5%	100%	100%	From 5% to 10%	80%	120%	From 10% to 15%	70%	130%	From 15% to 20%	60%	140%	Greater than 20%	50%	150%
From 0% to 5%	100%	100%														
From 5% to 10%	80%	120%														
From 10% to 15%	70%	130%														
From 15% to 20%	60%	140%														
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GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35490
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**CURRENT RATE COMPONENT**

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	(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.
	14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.
	15. EVENT OF DEFAULT AND EARLY TERMINATION
	15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:
	15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
	15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
	15.1.3 otherwise become bankrupt or insolvent (however evidenced);
	15.1.4 be unable to pay its debts as they fall due;
	15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
	15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;
	15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;
	15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or
	15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;
	then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.
	15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
	15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.
	15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.
	16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE
	16.1 Limitations of Liability
	16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the

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	<p>basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Fifth Revised Terms &amp; Conditions    Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023    Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT      **RRC TARIFF NO:** 35491

**DESCRIPTION:** Distribution Transportation      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**      **RECEIVED DATE:** 07/06/2023

**INITIAL SERVICE DATE:** 08/01/2021      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-91-E-22 to T-91-E-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305      **ACTIVE FLAG:** Y      **INACTIVE DATE:**

**FIRST NAME:** Petra      **MIDDLE:**      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston      **STATE:** TX      **ZIP:** 77252      **ZIP4:** 2628

**AREA CODE:** 713      **PHONE NO:** 207-3363      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
42087	GAS SOUTH LIMITED	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35491
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-91-E-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE BEAUMONT/EAST TEXAS DIVISION RATE SCHEDULE NO. T-91 E-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$371.40; (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.6000/MMBtu Next 750 MMBtu @ \$0.4000/MMBtu Over 1,500 MMBtu @ \$0.2000/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,196.40; (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>?</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,196.40; (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35491
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	and equal to the higher of:
	(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;
	a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;
	b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;
	c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;
	d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;
	(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.
	(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.
	?
	<b>ANNUAL RATE ADJUSTMENT</b>
	The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.
	<b>EQUIVALENT QUANTITY OF NATURAL GAS</b>
	The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.
	<b>PAYMENTS TO GOVERNMENTAL AUTHORITIES</b>
	In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.
	<b>OTHER CHARGES</b>
	Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.
	<b>BILLING AND PAYMENT</b>
	Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35491**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-91 E-23                      Replaces Rate Schedule T-91 E-22                      Effective 06-15-23</p> <p>Tnspt Terms T-91A                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p>



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35491
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.</p> <p>2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</p> <p>2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.</p> <p>2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</p> <p>2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.</p> <p>2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p>
	<p><b>3. APPLICATION FOR SERVICE</b></p> <p>3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35491
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> <p>4.4.2.1 The MDQ;</p> <p>4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

#### 5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

#### 6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

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	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p><b>9. UNACCEPTABLE QUANTITIES</b></p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p><b>10. GAS TRANSPORTED BY COMPANY</b></p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-91B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with</p>

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	<p>documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical</p>

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	<p>Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <p>Overage Underage</p> <p>Imbalance Level The Company Pays Shipper the Shipper Pays the            Following Percentage of the Company the Following Cash-Out Price Percentage of the Cash-Out Price            From 0% to 5% 100% 100%</p> <p>From 5% to 10% 80% 120%            From 10% to 15% 70% 130%            From 15% to 20% 60% 140%            Greater than 20% 50% 150%</p> <p>12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.</p> <p>12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two</p>

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	(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.
	14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.
	15. EVENT OF DEFAULT AND EARLY TERMINATION
	15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:
	15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
	15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
	15.1.3 otherwise become bankrupt or insolvent (however evidenced);
	15.1.4 be unable to pay its debts as they fall due;
	15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
	15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;
	15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;
	15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or
	15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;
	then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.
	15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
	15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.
	15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.
	16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE
	16.1 Limitations of Liability
	16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the

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	<p>basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Fifth Revised Terms &amp; Conditions    Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023    Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35491**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
42978	D	MMBtu	\$.0000	08/01/2021	N
<b>DESCRIPTION:</b> CHEEK, ENVIRONS					
<b>Customer</b>	42087	GAS SOUTH LIMITED			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263                      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 35492

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/06/2023

**INITIAL SERVICE DATE:** 08/01/2021                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-90-C-22 to T-90-C-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
42089	TRAFIGURA TRADING LLC	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35492
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-90-C-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE TEXAS COAST DIVISION RATE SCHEDULE NO. T-90 C-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$573.10; (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.7500/MMBtu Next 750 MMBtu @ \$0.6000/MMBtu Over 1,500 MMBtu @ \$0.4500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,398.10; (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.3500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,398.10; (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1125/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu and equal to the higher of:</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35492
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not have gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35492**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-90 C-23                      Replaces Rate Schedule T-90 C-22                      Effective 06-15-23</p> <p>Tnspt Terms T-90A                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35492
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).
	2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.
	2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.
	2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.
	2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.
	2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.
	2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
	2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.
	2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.
	2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.
	2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.
	2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.
	2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.
	2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.
	2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.
	2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.
	2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.
	<b>3. APPLICATION FOR SERVICE</b>
	3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.
	3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.
	3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.
	3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.
	3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.
	3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.
	3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:
	3.6.1.1 A copy of Shipper's most recent audited financial statements;
	3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;
	3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and
	3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.
	3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:
	3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.
	3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.
	3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.
	3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.
	<b>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</b>
	4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.
	4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.
	4.3 All approved Shippers must submit an Exhibit A for any of the following:
	4.3.1 A request to initiate transportation service at a specified Delivery Point;
	4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
	4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
	4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.
	4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:
	4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;
	4.4.2 Gas Quantities:
	4.4.2.1 The MDQ;
	4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule
	4.4.3 The Receipt Point(s) and Delivery Point(s);
	4.4.4 Term of Service
	4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

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	<p>4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.</p> <p>4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;</p> <p>4.4.6 Upstream Pipeline Contact Information for Confirmations</p> <p>4.4.7 Indexes:</p> <p>4.4.7.1 Applicable Monthly Index;</p> <p>4.4.7.2 Applicable Index Adder; and</p> <p>4.4.7.3 Applicable Daily Index</p> <p>4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.</p> <p>4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.</p> <p>4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.</p> <p>4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.</p> <p>4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.</p> <p><b>5. SCHEDULING AND NOMINATIONS</b></p> <p>5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.</p> <p>5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.</p> <p><b>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</b></p> <p>6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> <p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's</p>



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	<p>system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>8. WARRANTY OF TITLE</p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p>9. UNACCEPTABLE QUANTITIES</p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p>10. GAS TRANSPORTED BY COMPANY</p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p>11. FACILITIES</p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any</p>

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	<p>specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available</p>

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	to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.
	12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.
	12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.
	12.7 Monthly Imbalances
	12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.
	Overage Underage
	Imbalance Level The Company Pays Shipper the Shipper Pays the Following Percentage of the Company the Following Cash-Out Price Percentage of the Cash-Out Price
	From 0% to 5% 100% 100%
	From 5% to 10% 80% 120%
	From 10% to 15% 70% 130%
	From 15% to 20% 60% 140%
	Greater than 20% 50% 150%
	12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.
	12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.
	12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.
	13. BILLING AND PAYMENT
	13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.
	13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.
	13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.
	13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.
	13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

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	<p>14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.</p>
	<p>15. EVENT OF DEFAULT AND EARLY TERMINATION</p> <p>15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:</p> <p>15.1.1 Make an assignment or any general arrangement for the benefit of creditors;</p> <p>15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;</p> <p>15.1.3 otherwise become bankrupt or insolvent (however evidenced);</p> <p>15.1.4 be unable to pay its debts as they fall due;</p> <p>15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;</p> <p>15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;</p> <p>15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;</p> <p>15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or</p> <p>15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;</p> <p>then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</p> <p>15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.</p> <p>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.</p> <p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p>
	<p>16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE</p> <p>16.1 Limitations of Liability</p> <p>16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE</p>

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	<p>OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p>
	<p>Fifth Revised Terms &amp; Conditions    Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023    Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6263 COMPANY NAME: CENTERPOINT ENERGY ENTEX

TARIFF CODE: DT RRC TARIFF NO: 35492

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
67772	D	MMBtu	\$.0000	01/01/2022	N
<b>DESCRIPTION:</b> LAKE JACKSON, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
68836	D	MMBtu	\$.0000	08/01/2021	N
<b>DESCRIPTION:</b> BROOKSHIRE, ENVIRONS					
Customer 42089 TRAFIGURA TRADING LLC					
68837	D	MMBtu	\$.0000	08/01/2021	N
<b>DESCRIPTION:</b> ANGLETON, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
77073	D	MMBtu	\$.0000	08/01/2021	N
<b>DESCRIPTION:</b> PEARLAND, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
55673	D	MMBtu	\$.0000	02/01/2023	N
<b>DESCRIPTION:</b> BAYTOWN, ENVIRONS					
Customer 42089 TRAFIGURA TRADING LLC					
55678	D	MMBtu	\$.0000	08/01/2021	N
<b>DESCRIPTION:</b> LA PORTE, ENVIRONS					
Customer 42089 TRAFIGURA TRADING LLC					

TYPE SERVICE PROVIDED

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35493**

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A  
**OPERATOR NO:**  
**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/06/2023  
**INITIAL SERVICE DATE:** 08/01/2021                      **TERM OF CONTRACT DATE:**  
**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023  
**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**  
**CITY ORDINANCE NO:**  
**AMENDMENT(EXPLAIN):** None  
**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-90-H-22 to T-90-H-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**  
**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer  
**TITLE:** Coordinator Regulatory  
**ADDRESS LINE 1:** P.O. Box 2628  
**ADDRESS LINE 2:**  
**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628  
**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
29240	LUMINANT ENERGY	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35493
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-90-H-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE HOUSTON DIVISION RATE SCHEDULE NO. T-90 H-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$471.94; (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.7500/MMBtu Next 750 MMBtu @ \$0.6000/MMBtu Over 1,500 MMBtu @ \$0.4500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,296.94; (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.3500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>?</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,296.94; (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1125/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu</p>



## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35493
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

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**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35493**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-90 H-23                      Replaces Rate Schedule T-90 H-22                      Effective 06-15-23</p> <p>Tnspt Terms T-90A                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.</p> <p>2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</p> <p>2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.</p> <p>2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</p> <p>2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.</p> <p>2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p>
	<p><b>3. APPLICATION FOR SERVICE</b></p> <p>3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> <p>4.4.2.1 The MDQ;</p> <p>4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule</p>

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4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

#### 5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

#### 6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

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	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p><b>9. UNACCEPTABLE QUANTITIES</b></p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p><b>10. GAS TRANSPORTED BY COMPANY</b></p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-90B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with</p>

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	<p>documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical</p>

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	<p>Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <p>Overage Underage</p> <p>Imbalance Level The Company Pays Shipper the Shipper Pays the Following Percentage of the Company the Following Cash-Out Price Percentage of the Cash- Out Price From 0% to 5% 100% 100%</p> <p>From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%</p> <p>12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.</p> <p>12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two</p>



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	(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.
	14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.
	15. EVENT OF DEFAULT AND EARLY TERMINATION
	15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:
	15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
	15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
	15.1.3 otherwise become bankrupt or insolvent (however evidenced);
	15.1.4 be unable to pay its debts as they fall due;
	15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
	15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;
	15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;
	15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or
	15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;
	then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.
	15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
	15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.
	15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.
	16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE
	16.1 Limitations of Liability
	16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35493
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35493**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
58930	D	MMBtu	\$.0000	02/01/2022	N
<b>DESCRIPTION:</b> PASADENA, INC.					
Customer 29240 LUMINANT ENERGY					
149	D	MMBtu	\$.0000	08/01/2021	N
<b>DESCRIPTION:</b> HOUSTON, INC.					
Customer 29240 LUMINANT ENERGY					
150	D	MMBtu	\$.0000	08/01/2021	N
<b>DESCRIPTION:</b> HOUSTON, ENVIRONS					
Customer 29240 LUMINANT ENERGY					

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263                      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 35516

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/06/2023

**INITIAL SERVICE DATE:** 09/01/2021                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-91-E-22 to T-91-E-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
31483	COKINOS	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35516
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-91-E-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE BEAUMONT/EAST TEXAS DIVISION RATE SCHEDULE NO. T-91 E-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$371.40; (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.6000/MMBtu Next 750 MMBtu @ \$0.4000/MMBtu Over 1,500 MMBtu @ \$0.2000/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,196.40; (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>?</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,196.40; (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35516
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

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**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35516**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-91 E-23                      Replaces Rate Schedule T-91 E-22                      Effective 06-15-23</p> <p>Tnspt Terms T-91A                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35516
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.</p> <p>2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</p> <p>2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.</p> <p>2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</p> <p>2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.</p> <p>2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p>
	<p><b>3. APPLICATION FOR SERVICE</b></p> <p>3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural</p>



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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	<p>gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> <p>4.4.2.1 The MDQ;</p> <p>4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule</p>

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4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

#### 5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

#### 6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

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	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p><b>9. UNACCEPTABLE QUANTITIES</b></p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p><b>10. GAS TRANSPORTED BY COMPANY</b></p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-91B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with</p>

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documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.

**12. BALANCING**

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

**12.5 Daily Imbalances During Critical Period Events**

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

**12.6 Multi-day Imbalances**

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical

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	<p>Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <p>Overage Underage</p> <p>Imbalance Level The Company Pays Shipper the Shipper Pays the            Following Percentage of the Company the Following Cash-Out Price Percentage of the Cash-Out Price            From 0% to 5% 100% 100%            From 5% to 10% 80% 120%            From 10% to 15% 70% 130%            From 15% to 20% 60% 140%            Greater than 20% 50% 150%</p> <p>12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.</p> <p>12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two</p>

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	(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.
	14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.
	15. EVENT OF DEFAULT AND EARLY TERMINATION
	15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:
	15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
	15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
	15.1.3 otherwise become bankrupt or insolvent (however evidenced);
	15.1.4 be unable to pay its debts as they fall due;
	15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
	15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;
	15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;
	15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or
	15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;
	then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.
	15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
	15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.
	15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.
	16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE
	16.1 Limitations of Liability
	16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35516
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None
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GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35516**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>						
43009	D	MMBtu	\$.0000	03/01/2023	N						
<b>DESCRIPTION:</b> LUFKIN, INC.											
<table border="1" style="width:100%"> <tr> <td style="width:15%"><b>Customer</b></td> <td style="width:20%">31483</td> <td style="width:20%">COKINOS</td> <td colspan="3"></td> </tr> </table>						<b>Customer</b>	31483	COKINOS			
<b>Customer</b>	31483	COKINOS									
43011	D	MMBtu	\$.0000	09/01/2021	N						
<b>DESCRIPTION:</b> MARSHALL, INC.											
<table border="1" style="width:100%"> <tr> <td style="width:15%"><b>Customer</b></td> <td style="width:20%">31483</td> <td style="width:20%">COKINOS</td> <td colspan="3"></td> </tr> </table>						<b>Customer</b>	31483	COKINOS			
<b>Customer</b>	31483	COKINOS									

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35702**

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/07/2023

**INITIAL SERVICE DATE:** 01/01/2022                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-91-S-22 to T-91-S-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
32588	MARABOU	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35702
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-91-S-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE SOUTH TEXAS DIVISION RATE SCHEDULE NO. T-91 S-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$470.68;  (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein;  (iii) Distribution Charge  First 750 MMBtu @ \$0.6000/MMBtu  Next 750 MMBtu @ \$0.4000/MMBtu  Over 1,500 MMBtu @ \$0.2000/MMBtu  (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,295.68;  (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein;  (iii) Distribution Charge @ \$0.1500/MMBtu  (iv) Payments to Government Authorities, as defined herein.</p> <p>?</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,295.68;  (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein;  (iii) Distribution Charge @ \$0.1000/MMBtu  (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35702
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

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**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35702**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-91 S-23                      Replaces Rate Schedule T-91 S-22                      Effective 06-15-23</p> <p>Tnspt Terms T-91A                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35702**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.</p> <p>2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</p> <p>2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.</p> <p>2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</p> <p>2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.</p> <p>2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p>
	<p><b>3. APPLICATION FOR SERVICE</b></p> <p>3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural</p>

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	<p>gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> <p>4.4.2.1 The MDQ;</p> <p>4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule</p>

## GAS SERVICES DIVISION

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4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

#### 5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

#### 6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

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	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p><b>9. UNACCEPTABLE QUANTITIES</b></p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p><b>10. GAS TRANSPORTED BY COMPANY</b></p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-91B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with</p>



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	<p>documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical</p>

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	<p>Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <p>Overage Underage</p> <p>Imbalance Level    The Company Pays Shipper the    Shipper Pays the            Following Percentage of the    Company the Following Cash-Out Price    Percentage of the Cash-Out Price</p> <p>From 0% to 5%    100%    100%</p> <p>From 5% to 10%    80%    120%</p> <p>From 10% to 15%    70%    130%</p> <p>From 15% to 20%    60%    140%</p> <p>Greater than 20%    50%    150%</p> <p>12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.</p> <p>12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two</p>

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<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.
	14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.
	15. EVENT OF DEFAULT AND EARLY TERMINATION
	15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:
	15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
	15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
	15.1.3 otherwise become bankrupt or insolvent (however evidenced);
	15.1.4 be unable to pay its debts as they fall due;
	15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
	15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;
	15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;
	15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or
	15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;
	then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.
	15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
	15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.
	15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.
	16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE
	16.1 Limitations of Liability
	16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT      **RRC TARIFF NO:** 35702

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Fifth Revised Terms &amp; Conditions    Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023    Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35702**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>			
78512	D	MMBtu	\$.0000	07/11/2019	N			
<b>DESCRIPTION:</b> SCHERTZ, INC.								
<table border="1" style="width:100%"> <tr> <td style="width:15%"><b>Customer</b></td> <td style="width:35%">32588</td> <td style="width:50%">MARABOU</td> </tr> </table>						<b>Customer</b>	32588	MARABOU
<b>Customer</b>	32588	MARABOU						

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35844**

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A  
**OPERATOR NO:**  
**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 04/07/2023  
**INITIAL SERVICE DATE:** 02/01/2022                      **TERM OF CONTRACT DATE:**  
**INACTIVE DATE:**                      **AMENDMENT DATE:** 04/01/2023  
**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**  
**CITY ORDINANCE NO:**  
**AMENDMENT(EXPLAIN):** None  
**OTHER(EXPLAIN):** Efft. 4/1/2023 UPDATE PSIF-17

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**  
**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer  
**TITLE:** Coordinator Regulatory  
**ADDRESS LINE 1:** P.O. Box 2628  
**ADDRESS LINE 2:**  
**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628  
**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
42089	TRAFIGURA TRADING LLC	N	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263**                      **COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT**                      **RRC TARIFF NO: 35844**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-91 RIDER 3	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE RATE SCHEDULE NO. T-91 RIDER 3</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where</p> <p>(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;                      (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;                      (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby,                      (d) where the combined actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 2,750 MMBtu per day, (                      e) End-use Customer has direct access to natural gas service from other pipelines, and                      (e) Company does not take title to or own the gas so transported.</p> <p>NET MONTHLY RATE</p> <p>Effective with all bills rendered on and after October 1, 2018, the Net Monthly Rate for gas transported under this Rate Schedule Rider for all gas transported and delivered to the facilities of an End-use Customer during a billing period shall be equal to the sum of:</p> <p>(i) Distribution Charge @ \$0.1000/MMBtu                      (ii) Payments to Government Authorities, as defined in Rate Schedule T-91.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule Rider is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-91 Rider 3                      Replaces Revised Rate Schedule T-65                      Effective 10-01-18                      Rider 4 and Rider 5</p> <p>Tnspt Terms T-91A                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92                      1. APPLICABILITY                      1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H-22 and T-90 C-22 Rate Schedule T-91 E-22 and T-91 S-22 Rate Schedule T-92 H-22, T-92 C-22, T-92 E-22, and T-92 S-22                      2. DEFINITIONS                      2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.                      2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.                      2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.                      2.4 The term Btu shall mean British Thermal Unit.                      2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays. 2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).                      2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.                      2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35844
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.
	2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.
	2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.
	2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.
	2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
	2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.
	2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.
	2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.
	2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.
	2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.
	2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.
	2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.
	2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.
	2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.
	2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of FEBRUARY 29, shall consist of three hundred sixty-six (366) consecutive days.
	<b>3. APPLICATION FOR SERVICE</b>
	3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.
	3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.
	3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.
	3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.
	3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.
	3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.
	3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company: 3.6.1.1 A copy of Shipper's most recent audited financial statements; 3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form; 3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35844
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6: 3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction. 3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity. 3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following: 4.3.1 A request to initiate transportation service at a specified Delivery Point; 4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement; 4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or 4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information: 4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the act name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives; 4.4.2 Gas Quantities: 4.4.2.1 The MDQ; 4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule 4.4.3 The Receipt Point(s) and Delivery Point(s); 4.4.4 Term of Service 4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service; 4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals. 4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; 4.4.6 Upstream Pipeline Contact Information for Confirmations 4.4.7 Indexes: 4.4.7.1 Applicable Monthly Index; 4.4.7.2 Applicable Index Adder; and 4.4.7.3 Applicable Daily Index 4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.</p> <p>4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.</p> <p>4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.</p> <p>4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.</p> <p>4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.</p> <p><b>5. SCHEDULING AND NOMINATIONS</b></p> <p>5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the</p>

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	<p>number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.</p> <p>5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.</p> <p>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</p> <p>6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> <p>7. RECEIPT OF GAS FOR TRANSPORT</p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>8. WARRANTY OF TITLE</p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p>9. UNACCEPTABLE QUANTITIES</p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p>10. GAS TRANSPORTED BY COMPANY</p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fourth Revised Terms &amp; Conditions Effective 06-16-2022</p> <p style="text-align: right;">Replaces Third Revised T-90, T-91 &amp; T-92 Terms &amp; Conditions</p>
Tnspt Terms T-91B	<p>CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>11. FACILITIES</p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice</p>

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	of all analog telecommunication line outages.
	11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.
	11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.
	11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.
	<b>12. BALANCING</b>
	12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.
	12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.
	12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.
	12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.
	<b>12.5 Daily Imbalances During Critical Period Events</b>
	12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.
	12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.
	12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.
	12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.
	12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.
	<b>12.6 Multi-day Imbalances</b>
	12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month

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	<p>cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.    Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%</p> <p>12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.</p> <p>12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.</p> <p>14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.</p> <p>15. EVENT OF DEFAULT AND EARLY TERMINATION</p>

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	<p>15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors; 15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; 15.1.3 otherwise become bankrupt or insolvent (however evidenced); 15.1.4 be unable to pay its debts as they fall due; 15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; 15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract; 15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company; 15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or 15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</p> <p>15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.</p> <p>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.</p> <p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE</p> <p>16.1 Limitations of Liability</p> <p>16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p>

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Fourth Revised Terms &amp; Conditions                      Replaces Third Revised T-90, T-91 &amp; T-92                      Effective 06-16-2022    Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
359	D	MMBtu	\$.0000	02/01/2022	N
<b>DESCRIPTION:</b> TYLER, INC.					
Customer 42089 TRAFIGURA TRADING LLC					
93065	D	MMBtu	\$.0000	05/01/2022	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
Customer 42089 TRAFIGURA TRADING LLC					

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35845**

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/06/2023

**INITIAL SERVICE DATE:** 02/01/2022                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-90-H-22 to T-90-H-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
42088	TEXICAN	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35845
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

PSIF-17 IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.

T-90-H-23 CENTERPOINT ENERGY ENTEX  
TRANSPORTATION SERVICE  
HOUSTON DIVISION  
RATE SCHEDULE NO. T-90 H-23

**AVAILABILITY**

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

**APPLICATION**

This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.

**DEFINITIONS**

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.

**NET MONTHLY RATE**

(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$471.94;
- (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge
  - First 750 MMBtu @ \$0.7500/MMBtu
  - Next 750 MMBtu @ \$0.6000/MMBtu
  - Over 1,500 MMBtu @ \$0.4500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,296.94;
- (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.3500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

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**NET MONTHLY RATE (cont'd)**

(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,296.94;
- (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1125/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

**CONTRACT DEMAND**

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu



## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35845
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

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**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35845**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-90 H-23                      Replaces Rate Schedule T-90 H-22                      Effective 06-15-23</p> <p>Tnspt Terms T-90A                      CENTERPOINT ENERGY ENTEX  GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE  RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23  Rate Schedule T-91 E-23 and T-91 S-23  Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263                      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 35845

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.</p> <p>2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</p> <p>2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.</p> <p>2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</p> <p>2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.</p> <p>2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p>
	<p><b>3. APPLICATION FOR SERVICE</b></p> <p>3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35845
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> <p>4.4.2.1 The MDQ;</p> <p>4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35845
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

#### 5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

#### 6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35845
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p><b>9. UNACCEPTABLE QUANTITIES</b></p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p><b>10. GAS TRANSPORTED BY COMPANY</b></p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-90B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35845
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.

**12. BALANCING**

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

**12.5 Daily Imbalances During Critical Period Events**

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

**12.6 Multi-day Imbalances**

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical

GAS SERVICES DIVISION

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**TARIFF CODE: DT                      RRC TARIFF NO: 35845**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <p>Overage Underage</p> <p>Imbalance Level    The Company Pays Shipper the    Shipper Pays the Following Percentage of the    Company the Following Cash-Out Price    Percentage of the Cash- Out Price From 0% to 5%    100%    100%</p> <p>From 5% to 10%    80%    120%</p> <p>From 10% to 15%    70%    130%</p> <p>From 15% to 20%    60%    140%</p> <p>Greater than 20%    50%    150%</p> <p>12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.</p> <p>12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two</p>



GAS SERVICES DIVISION

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<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.
	<p>14. ASSURANCE OF PERFORMANCE</p> <p>If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.</p> <p>15. EVENT OF DEFAULT AND EARLY TERMINATION</p> <p>15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:</p> <p>15.1.1 Make an assignment or any general arrangement for the benefit of creditors;</p> <p>15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;</p> <p>15.1.3 otherwise become bankrupt or insolvent (however evidenced);</p> <p>15.1.4 be unable to pay its debts as they fall due;</p> <p>15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;</p> <p>15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;</p> <p>15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;</p> <p>15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or</p> <p>15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;</p> <p>then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</p> <p>15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.</p> <p>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.</p> <p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE</p> <p>16.1 Limitations of Liability</p> <p>16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the</p>



GAS SERVICES DIVISION

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**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35845**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>						
149	D	MMBtu	\$.0000	02/01/2023	N						
<b>DESCRIPTION:</b> HOUSTON, INC.											
<table border="1" style="width:100%"> <tr> <td style="width:15%"><b>Customer</b></td> <td style="width:20%">42088</td> <td style="width:20%">TEXICAN</td> <td colspan="3"></td> </tr> </table>						<b>Customer</b>	42088	TEXICAN			
<b>Customer</b>	42088	TEXICAN									
150	D	MMBtu	\$.0000	02/01/2022	N						
<b>DESCRIPTION:</b> HOUSTON, ENVIRONS											
<table border="1" style="width:100%"> <tr> <td style="width:15%"><b>Customer</b></td> <td style="width:20%">42088</td> <td style="width:20%">TEXICAN</td> <td colspan="3"></td> </tr> </table>						<b>Customer</b>	42088	TEXICAN			
<b>Customer</b>	42088	TEXICAN									

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35846**

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A  
**OPERATOR NO:**  
**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/06/2023  
**INITIAL SERVICE DATE:** 02/01/2022                      **TERM OF CONTRACT DATE:**  
**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023  
**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**  
**CITY ORDINANCE NO:**  
**AMENDMENT(EXPLAIN):** None  
**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-90-H-22 to T-90-H-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**  
**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer  
**TITLE:** Coordinator Regulatory  
**ADDRESS LINE 1:** P.O. Box 2628  
**ADDRESS LINE 2:**  
**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628  
**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
42088	TEXICAN	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35846
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-90-H-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE HOUSTON DIVISION RATE SCHEDULE NO. T-90 H-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$471.94; (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.7500/MMBtu Next 750 MMBtu @ \$0.6000/MMBtu Over 1,500 MMBtu @ \$0.4500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,296.94; (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.3500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>?</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,296.94; (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1125/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

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**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be

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	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-90 H-23                      Replaces Rate Schedule T-90 H-22                      Effective 06-15-23</p> <p>Tnspt Terms T-90A      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p>

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	<p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.</p> <p>2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</p> <p>2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.</p> <p>2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</p> <p>2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.</p> <p>2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p>
	<p><b>3. APPLICATION FOR SERVICE</b></p> <p>3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural</p>



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	<p>gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> <p>4.4.2.1 The MDQ;</p> <p>4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule</p>

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4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

#### 5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

#### 6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

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<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p><b>9. UNACCEPTABLE QUANTITIES</b></p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p><b>10. GAS TRANSPORTED BY COMPANY</b></p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-90B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35846**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <p>Overage Underage</p> <p>Imbalance Level The Company Pays Shipper the Shipper Pays the                      Following Percentage of the Company the Following Cash-Out Price Percentage of the Cash-Out Price                      From 0% to 5% 100% 100%</p> <p>From 5% to 10% 80% 120%                      From 10% to 15% 70% 130%                      From 15% to 20% 60% 140%                      Greater than 20% 50% 150%</p> <p>12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.</p> <p>12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 35846
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

**14. ASSURANCE OF PERFORMANCE**

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

**15. EVENT OF DEFAULT AND EARLY TERMINATION**

15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;

then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

**16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE****16.1 Limitations of Liability**

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Fifth Revised Terms &amp; Conditions    Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023    Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 35846**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
150	D	MMBtu	\$.0000	02/01/2022	N
<b>DESCRIPTION:</b> HOUSTON, ENVIRONS					
<b>Customer</b>	42088	TEXICAN			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.



**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 36135**

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A  
**OPERATOR NO:**  
**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/06/2023  
**INITIAL SERVICE DATE:** 07/01/2022                      **TERM OF CONTRACT DATE:**  
**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023  
**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**  
**CITY ORDINANCE NO:**  
**AMENDMENT(EXPLAIN):** None  
**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-90-H-22 to T-90-H-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**  
**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer  
**TITLE:** Coordinator Regulatory  
**ADDRESS LINE 1:** P.O. Box 2628  
**ADDRESS LINE 2:**  
**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628  
**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
42684	GULF GAS UTILITIES	N	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 36135**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-90-H-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE HOUSTON DIVISION RATE SCHEDULE NO. T-90 H-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <ul style="list-style-type: none"> <li>(i) Customer Charge @ \$471.94;</li> <li>(ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein;</li> <li>(iii) Distribution Charge <ul style="list-style-type: none"> <li>First 750 MMBtu @ \$0.7500/MMBtu</li> <li>Next 750 MMBtu @ \$0.6000/MMBtu</li> <li>Over 1,500 MMBtu @ \$0.4500/MMBtu</li> </ul> </li> <li>(iv) Payments to Government Authorities, as defined herein.</li> </ul> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <ul style="list-style-type: none"> <li>(i) Customer Charge @ \$1,296.94;</li> <li>(ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein;</li> <li>(iii) Distribution Charge @ \$0.3500/MMBtu</li> <li>(iv) Payments to Government Authorities, as defined herein.</li> </ul> <p>?</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <ul style="list-style-type: none"> <li>(i) Customer Charge @ \$1,296.94;</li> <li>(ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein;</li> <li>(iii) Distribution Charge @ \$0.1125/MMBtu</li> <li>(iv) Payments to Government Authorities, as defined herein.</li> </ul> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu</p>

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and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

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**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be

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	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-90 H-23                      Replaces Rate Schedule T-90 H-22                      Effective 06-15-23</p> <p>Tnspt Terms T-90A                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p>

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	<p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.</p> <p>2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</p> <p>2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.</p> <p>2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</p> <p>2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.</p> <p>2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p>
	<p><b>3. APPLICATION FOR SERVICE</b></p> <p>3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural</p>

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	<p>gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> <p>4.4.2.1 The MDQ;</p> <p>4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule</p>

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4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

#### 5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

#### 6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

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	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p><b>9. UNACCEPTABLE QUANTITIES</b></p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p><b>10. GAS TRANSPORTED BY COMPANY</b></p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-90B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with</p>



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 36135
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**CURRENT RATE COMPONENT**

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	<p>documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical</p>

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	<p>Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <p>Overage Underage</p> <p>Imbalance Level The Company Pays Shipper the Shipper Pays the Following Percentage of the Company the Following Cash-Out Price Percentage of the Cash-Out Price</p> <table border="0"> <tr> <td>From 0% to 5%</td> <td>100%</td> <td>100%</td> </tr> <tr> <td>From 5% to 10%</td> <td>80%</td> <td>120%</td> </tr> <tr> <td>From 10% to 15%</td> <td>70%</td> <td>130%</td> </tr> <tr> <td>From 15% to 20%</td> <td>60%</td> <td>140%</td> </tr> <tr> <td>Greater than 20%</td> <td>50%</td> <td>150%</td> </tr> </table> <p>12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.</p> <p>12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two</p>	From 0% to 5%	100%	100%	From 5% to 10%	80%	120%	From 10% to 15%	70%	130%	From 15% to 20%	60%	140%	Greater than 20%	50%	150%
From 0% to 5%	100%	100%														
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**CURRENT RATE COMPONENT**

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	(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.
	14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.
	15. EVENT OF DEFAULT AND EARLY TERMINATION
	15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:
	15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
	15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
	15.1.3 otherwise become bankrupt or insolvent (however evidenced);
	15.1.4 be unable to pay its debts as they fall due;
	15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
	15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;
	15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;
	15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or
	15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;
	then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.
	15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
	15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.
	15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.
	16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE
	16.1 Limitations of Liability
	16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the

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	<p>basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None
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GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 36135**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>			
149	D	MMBtu	\$.0000	01/01/2023	N			
<b>DESCRIPTION:</b> HOUSTON, INC.								
<table border="1" style="width:100%"> <tr> <td style="width:15%"><b>Customer</b></td> <td style="width:20%">42684</td> <td style="width:65%">GULF GAS UTILITIES</td> </tr> </table>						<b>Customer</b>	42684	GULF GAS UTILITIES
<b>Customer</b>	42684	GULF GAS UTILITIES						
58924	D	MMBtu	\$.0000	06/01/2008	N			
<b>DESCRIPTION:</b> CONROE, INC.								
<table border="1" style="width:100%"> <tr> <td style="width:15%"><b>Customer</b></td> <td style="width:20%">42684</td> <td style="width:65%">GULF GAS UTILITIES</td> </tr> </table>						<b>Customer</b>	42684	GULF GAS UTILITIES
<b>Customer</b>	42684	GULF GAS UTILITIES						
150	D	MMBtu	\$.0000	07/01/2022	N			
<b>DESCRIPTION:</b> HOUSTON, ENVIRONS								
<table border="1" style="width:100%"> <tr> <td style="width:15%"><b>Customer</b></td> <td style="width:20%">42684</td> <td style="width:65%">GULF GAS UTILITIES</td> </tr> </table>						<b>Customer</b>	42684	GULF GAS UTILITIES
<b>Customer</b>	42684	GULF GAS UTILITIES						

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 36136**

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/07/2023

**INITIAL SERVICE DATE:** 06/01/2022                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-91-S-22 to T-91-S-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
42089	TRAFIGURA TRADING LLC	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 36136
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-91-S-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE SOUTH TEXAS DIVISION RATE SCHEDULE NO. T-91 S-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$470.68; (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.6000/MMBtu Next 750 MMBtu @ \$0.4000/MMBtu Over 1,500 MMBtu @ \$0.2000/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,295.68; (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>?</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,295.68; (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 36136
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

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**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 36136**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-91 S-23                      Replaces Rate Schedule T-91 S-22                      Effective 06-15-23</p> <p>Tnspt Terms T-91A      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 36136
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.</p> <p>2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</p> <p>2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.</p> <p>2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</p> <p>2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.</p> <p>2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p>
	<p><b>3. APPLICATION FOR SERVICE</b></p> <p>3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 36136
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> <p>4.4.2.1 The MDQ;</p> <p>4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 36136
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

#### 5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

#### 6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

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	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p><b>9. UNACCEPTABLE QUANTITIES</b></p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p><b>10. GAS TRANSPORTED BY COMPANY</b></p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-91B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with</p>

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	<p>documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical</p>

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	<p>Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <p>Overage Underage</p> <p>Imbalance Level    The Company Pays Shipper the    Shipper Pays the Following Percentage of the    Company the Following Cash-Out Price    Percentage of the Cash- Out Price From 0% to 5%    100%    100%</p> <p>From 5% to 10%    80%    120%</p> <p>From 10% to 15%    70%    130%</p> <p>From 15% to 20%    60%    140%</p> <p>Greater than 20%    50%    150%</p> <p>12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.</p> <p>12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two</p>

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	(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.
	14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.
	15. EVENT OF DEFAULT AND EARLY TERMINATION
	15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:
	15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
	15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
	15.1.3 otherwise become bankrupt or insolvent (however evidenced);
	15.1.4 be unable to pay its debts as they fall due;
	15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
	15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;
	15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;
	15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or
	15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;
	then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.
	15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
	15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.
	15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.
	16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE
	16.1 Limitations of Liability
	16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the



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	<p>basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 36136**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
43003	D	MMBtu	\$.0000	06/01/2022	N
<b>DESCRIPTION:</b> LAREDO, INC.					
<b>Customer</b>	42089	TRAFIGURA TRADING LLC			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

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**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 36137**

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/07/2023

**INITIAL SERVICE DATE:** 06/01/2022                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-91-S-22 to T-91-S-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
29240	LUMINANT ENERGY	N	

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	<p>IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.</p>
T-91-S-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE SOUTH TEXAS DIVISION RATE SCHEDULE NO. T-91 S-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <ul style="list-style-type: none"> <li>(i) Customer Charge @ \$470.68;</li> <li>(ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein;</li> <li>(iii) Distribution Charge <ul style="list-style-type: none"> <li>First 750 MMBtu @ \$0.6000/MMBtu</li> <li>Next 750 MMBtu @ \$0.4000/MMBtu</li> <li>Over 1,500 MMBtu @ \$0.2000/MMBtu</li> </ul> </li> <li>(iv) Payments to Government Authorities, as defined herein.</li> </ul> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <ul style="list-style-type: none"> <li>(i) Customer Charge @ \$1,295.68;</li> <li>(ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein;</li> <li>(iii) Distribution Charge @ \$0.1500/MMBtu</li> <li>(iv) Payments to Government Authorities, as defined herein.</li> </ul> <p>?</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <ul style="list-style-type: none"> <li>(i) Customer Charge @ \$1,295.68;</li> <li>(ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein;</li> <li>(iii) Distribution Charge @ \$0.1000/MMBtu</li> <li>(iv) Payments to Government Authorities, as defined herein.</li> </ul> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu</p>

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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 36137
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	and equal to the higher of:
	(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;
	a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;
	b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;
	c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;
	d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;
	(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.
	(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.
	?
	<b>ANNUAL RATE ADJUSTMENT</b>
	The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.
	<b>EQUIVALENT QUANTITY OF NATURAL GAS</b>
	The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.
	<b>PAYMENTS TO GOVERNMENTAL AUTHORITIES</b>
	In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.
	<b>OTHER CHARGES</b>
	Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.
	<b>BILLING AND PAYMENT</b>
	Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be

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	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-91 S-23                      Replaces Rate Schedule T-91 S-22                      Effective 06-15-23</p> <p>Tnspt Terms T-91A      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p>

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	<p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.</p> <p>2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</p> <p>2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.</p> <p>2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</p> <p>2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.</p> <p>2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p>
	<p><b>3. APPLICATION FOR SERVICE</b></p> <p>3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural</p>

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	<p>gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> <p>4.4.2.1 The MDQ;</p> <p>4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule</p>



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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

#### 5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

#### 6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

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**CURRENT RATE COMPONENT**

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	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p><b>9. UNACCEPTABLE QUANTITIES</b></p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p><b>10. GAS TRANSPORTED BY COMPANY</b></p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-91B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with</p>

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	<p>documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical</p>

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	<p>Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <p>Overage Underage</p> <p>Imbalance Level    The Company Pays Shipper the    Shipper Pays the Following Percentage of the    Company the Following Cash-Out Price    Percentage of the Cash-Out Price</p> <p>From 0% to 5%    100%    100%</p> <p>From 5% to 10%    80%    120%</p> <p>From 10% to 15%    70%    130%</p> <p>From 15% to 20%    60%    140%</p> <p>Greater than 20%    50%    150%</p> <p>12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.</p> <p>12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two</p>

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	(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.
	<b>14. ASSURANCE OF PERFORMANCE</b> If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.
	<b>15. EVENT OF DEFAULT AND EARLY TERMINATION</b>
	15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:
	15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
	15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
	15.1.3 otherwise become bankrupt or insolvent (however evidenced);
	15.1.4 be unable to pay its debts as they fall due;
	15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
	15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;
	15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;
	15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or
	15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;
	then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.
	15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
	15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.
	15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.
	<b>16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE</b>
	16.1 Limitations of Liability
	16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the

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	<p>basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 36137**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
43033	D	MMBtu	\$.0000	06/01/2022	N
<b>DESCRIPTION:</b> VICTORIA, INC.					
<b>Customer</b>	29240	LUMINANT ENERGY			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT      **RRC TARIFF NO:** 36177

**DESCRIPTION:** Distribution Transportation      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**      **RECEIVED DATE:** 04/07/2023

**INITIAL SERVICE DATE:** 07/01/2022      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**      **AMENDMENT DATE:** 04/01/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Eff. 4/1/2023 UPDATE PSIF-17

**PREPARER - PERSON FILING**

**RRC NO:** 1305      **ACTIVE FLAG:** Y      **INACTIVE DATE:**

**FIRST NAME:** Petra      **MIDDLE:**      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston      **STATE:** TX      **ZIP:** 77252      **ZIP4:** 2628

**AREA CODE:** 713      **PHONE NO:** 207-3363      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
42087	GAS SOUTH LIMITED	N	



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 36177**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	<p>IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.</p>
T-91 RIDER 1	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE RATE SCHEDULE NO. T-91 RIDER 1</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (</p> <p>a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;</p> <p>(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;</p> <p>(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby,</p> <p>(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 400 MMBtu per day,</p> <p>(e) End-use Customer has direct access to natural gas service from other pipelines, and (e) Company does not take title to or own the gas so transported.</p> <p>NET MONTHLY RATE</p> <p>Effective with all bills rendered on and after October 1, 2018, the Net Monthly Rate for gas transported under this Rate Schedule Rider for all gas transported and delivered to the facilities of an End-use Customer during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$500.00;</p> <p>(ii) Distribution Charge First 3,000 MMBtu @ \$0.5000/MMBtu Next 3,000 MMBtu @ \$0.2500/MMBtu Over 6,000 MMBtu @ \$0.0200/MMBtu</p> <p>(iii) Payments to Government Authorities, as defined in Rate Schedule T-91.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule Rider is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-91 Rider 1 Replaces Revised Rate Schedule T-65 Effective 10-01-18 Rider 1</p>
T-91-E-22	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE BEAUMONT/EAST TEXAS DIVISION RATE SCHEDULE NO. T-91 E-22</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein ?Company?) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company?s Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter ?Agreement?) have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company?s Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company?s best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 36177
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

## DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (?General Terms?) contained in Company's Texas Rate Book for this Rate Schedule.

## NET MONTHLY RATE

(A) Effective with all bills calculated on and after June 16, 2022, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$347.28;
- (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge
  - First 750 MMBtu @ \$0.6000/MMBtu
  - Next 750 MMBtu @ \$0.4000/MMBtu
  - Over 1,500 MMBtu @ \$0.2000/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after June 16, 2022, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,172.28;
- (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

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## NET MONTHLY RATE (cont?d)

(C) Effective with all bills calculated on and after June 16, 2022, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,172.28;
- (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1000/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

## CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (?CD?) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

- a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;
- b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;
- c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;
- d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 36177
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

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**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

**NATURAL GAS ACT**

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.

**WRITTEN SERVICE AGREEMENT**

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

**CURTAILMENT**

In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 36177
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-91 E-22                      Replaces Rate Schedule T-91 E-21                      Effective 06-16-22</p>
Tnspt Terms T-91A	<p>CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY                      1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H-22 and T-90 C-22 Rate Schedule T-91 E-22 and T-91 S-22 Rate Schedule T-92 H-22, T-92 C-22, T-92 E-22, and T-92 S-22</p> <p>2. DEFINITIONS                      2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.                      2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.                      2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.                      2.4 The term Btu shall mean British Thermal Unit.                      2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays. 2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).                      2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.                      2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.                      2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.                      2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.                      2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.                      2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.                      2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.                      2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.                      2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.                      2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.                      2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.                      2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.                      2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 36177
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</p> <p>2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.</p> <p>2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p> <p>3. APPLICATION FOR SERVICE</p> <p>3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company: 3.6.1.1 A copy of Shipper's most recent audited financial statements; 3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form; 3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6: 3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction. 3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity. 3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p>4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following: 4.3.1 A request to initiate transportation service at a specified Delivery Point; 4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 36177
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Agreement; 4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or 4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information: 4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the act name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives; 4.4.2 Gas Quantities: 4.4.2.1 The MDQ; 4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule 4.4.3 The Receipt Point(s) and Delivery Point(s); 4.4.4 Term of Service 4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service; 4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals. 4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; 4.4.6 Upstream Pipeline Contact Information for Confirmations 4.4.7 Indexes: 4.4.7.1 Applicable Monthly Index; 4.4.7.2 Applicable Index Adder; and 4.4.7.3 Applicable Daily Index 4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.</p> <p>4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.</p> <p>4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.</p> <p>4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.</p> <p>4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.</p> <p><b>5. SCHEDULING AND NOMINATIONS</b></p> <p>5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.</p> <p>5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.</p> <p><b>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</b></p> <p>6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> <p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be</p>

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	<p>delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p>9. UNACCEPTABLE QUANTITIES</p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p>10. GAS TRANSPORTED BY COMPANY</p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fourth Revised Terms &amp; Conditions Effective 06-16-2022</p> <p style="text-align: right;">Replaces Third Revised T-90, T-91 &amp; T-92 Terms &amp; Conditions</p>
Tnspt Terms T-91B	<p>CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>11. FACILITIES</p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the</p>

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	<p>Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%</p> <p>12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an</p>



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	<p>Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.</p> <p>12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.</p> <p><b>13. BILLING AND PAYMENT</b></p> <p>13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.</p> <p><b>14. ASSURANCE OF PERFORMANCE</b> If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.</p> <p><b>15. EVENT OF DEFAULT AND EARLY TERMINATION</b></p> <p>15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors; 15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; 15.1.3 otherwise become bankrupt or insolvent (however evidenced); 15.1.4 be unable to pay its debts as they fall due; 15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; 15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract; 15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company; 15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or 15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</p> <p>15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.</p> <p>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.</p> <p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street</p>

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.
	16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE
	16.1 Limitations of Liability
	16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.
	16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.
	16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.
	16.2 Force Majeure
	16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.
	16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.
	16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.
	Fourth Revised Terms & Conditions Effective 06-16-2022
	Replaces Third Revised T-90, T-91 & T-92 Terms & Conditions

**RATE ADJUSTMENT PROVISIONS:**  
None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 36177**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>			
42987	D	MMBtu	\$.0000	07/11/2019	N			
<b>DESCRIPTION:</b> DIBOLL, INC.								
<table border="1" style="width:100%"> <tr> <td style="width:15%"><b>Customer</b></td> <td style="width:15%">42087</td> <td style="width:70%">GAS SOUTH LIMITED</td> </tr> </table>						<b>Customer</b>	42087	GAS SOUTH LIMITED
<b>Customer</b>	42087	GAS SOUTH LIMITED						

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 36245**

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A  
**OPERATOR NO:**  
**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/07/2023  
**INITIAL SERVICE DATE:** 08/01/2022                      **TERM OF CONTRACT DATE:**  
**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023  
**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**  
**CITY ORDINANCE NO:**  
**AMENDMENT(EXPLAIN):** None  
**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-91-S-22 to T-91-S-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**  
**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer  
**TITLE:** Coordinator Regulatory  
**ADDRESS LINE 1:** P.O. Box 2628  
**ADDRESS LINE 2:**  
**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628  
**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
42684	GULF GAS UTILITIES	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 36245
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-91-S-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE SOUTH TEXAS DIVISION RATE SCHEDULE NO. T-91 S-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$470.68; (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.6000/MMBtu Next 750 MMBtu @ \$0.4000/MMBtu Over 1,500 MMBtu @ \$0.2000/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,295.68; (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>?</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,295.68; (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 36245
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

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**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 36245**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-91 S-23                      Replaces Rate Schedule T-91 S-22                      Effective 06-15-23</p> <p>Tnspt Terms T-91A      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263**                      **COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT**                      **RRC TARIFF NO: 36245**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.</p> <p>2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</p> <p>2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.</p> <p>2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</p> <p>2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.</p> <p>2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p>
	<p><b>3. APPLICATION FOR SERVICE</b></p> <p>3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural</p>



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 36245
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> <p>4.4.2.1 The MDQ;</p> <p>4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule</p>

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4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

#### 5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

#### 6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

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	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p><b>9. UNACCEPTABLE QUANTITIES</b></p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p><b>10. GAS TRANSPORTED BY COMPANY</b></p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-91B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with</p>

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	<p>documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical</p>

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	<p>Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <p>Overage Underage</p> <p>Imbalance Level The Company Pays Shipper the Shipper Pays the Following Percentage of the Company the Following Cash-Out Price Percentage of the Cash-Out Price</p> <table> <tr> <td>From 0% to 5%</td> <td>100%</td> <td>100%</td> </tr> <tr> <td>From 5% to 10%</td> <td>80%</td> <td>120%</td> </tr> <tr> <td>From 10% to 15%</td> <td>70%</td> <td>130%</td> </tr> <tr> <td>From 15% to 20%</td> <td>60%</td> <td>140%</td> </tr> <tr> <td>Greater than 20%</td> <td>50%</td> <td>150%</td> </tr> </table> <p>12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.</p> <p>12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two</p>	From 0% to 5%	100%	100%	From 5% to 10%	80%	120%	From 10% to 15%	70%	130%	From 15% to 20%	60%	140%	Greater than 20%	50%	150%
From 0% to 5%	100%	100%														
From 5% to 10%	80%	120%														
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	(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.
	14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.
	15. EVENT OF DEFAULT AND EARLY TERMINATION
	15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:
	15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
	15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
	15.1.3 otherwise become bankrupt or insolvent (however evidenced);
	15.1.4 be unable to pay its debts as they fall due;
	15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
	15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;
	15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;
	15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or
	15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;
	then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.
	15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
	15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.
	15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.
	16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE
	16.1 Limitations of Liability
	16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Fifth Revised Terms &amp; Conditions    Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023    Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 36245**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
96	D	MMBtu	\$ .0000	08/01/2022	N
<b>DESCRIPTION:</b> EL CAMPO, ENVIRONS					
Customer 42684                      GULF GAS UTILITIES					
66345	D	MMBtu	\$ .0000	10/01/2022	N
<b>DESCRIPTION:</b> UNIVERSAL CITY, INC.					
Customer 42684                      GULF GAS UTILITIES					
115686	D	MMBtu	\$ .0000	11/01/2022	N
<b>DESCRIPTION:</b> BLESSING ENVIRONS					
Customer 42684                      GULF GAS UTILITIES					
77068	D	MMBtu	\$ .0000	08/01/2022	N
<b>DESCRIPTION:</b> GANADO, INC.					
Customer 42684                      GULF GAS UTILITIES					
88089	D	MMBtu	\$ .0000	08/01/2022	N
<b>DESCRIPTION:</b> EDNA, INC.					
Customer 42684                      GULF GAS UTILITIES					

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263                      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 36607

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 01/25/2023

**INITIAL SERVICE DATE:** 12/01/2022                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:**

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** Y                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** EFFT 12-1-22 ADD DELIVERY POINT HANADO INC TO HTIS TAIIRFF

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
42684	GULF GAS UTILITIES	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 36607
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-16	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2022 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.05, based on \$1.00 per service line. It will be collected from April 1, 2022 to April 30, 2022.
T-91-S-22	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE SOUTH TEXAS DIVISION RATE SCHEDULE NO. T-91 S-22</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 16, 2022, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$410.83; (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.6000/MMBtu Next 750 MMBtu @ \$0.4000/MMBtu Over 1,500 MMBtu @ \$0.2000/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 16, 2022, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,235.83; (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>?</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 16, 2022, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,235.83; (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 36607
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not have gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

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**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 36607**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-91 S-22                      Replaces Rate Schedule T-91 S-21                      Effective 06-16-22</p> <p>Tnspt Terms T-91A      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92                      1. APPLICABILITY                      1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H-22 and T-90 C-22 Rate Schedule T-91 E-22 and T-91 S-22 Rate Schedule T-92 H-22, T-92 C-22, T-92 E-22, and T-92 S-22                      2. DEFINITIONS                      2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.                      2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.                      2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.                      2.4 The term Btu shall mean British Thermal Unit.                      2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays. 2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).                      2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.                      2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.                      2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule;</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 36607
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.
	2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.
	2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.
	2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
	2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.
	2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.
	2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.
	2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.
	2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.
	2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.
	2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.
	2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.
	2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.
	2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.
	<b>3. APPLICATION FOR SERVICE</b>
	3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.
	3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.
	3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.
	3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.
	3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.
	3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.
	3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company: 3.6.1.1 A copy of Shipper's most recent audited financial statements; 3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form; 3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.
	3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6: 3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 36607
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction. 3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity. 3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following: 4.3.1 A request to initiate transportation service at a specified Delivery Point; 4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement; 4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or 4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information: 4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the act name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives; 4.4.2 Gas Quantities: 4.4.2.1 The MDQ; 4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule 4.4.3 The Receipt Point(s) and Delivery Point(s); 4.4.4 Term of Service 4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service; 4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals. 4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; 4.4.6 Upstream Pipeline Contact Information for Confirmations 4.4.7 Indexes: 4.4.7.1 Applicable Monthly Index; 4.4.7.2 Applicable Index Adder; and 4.4.7.3 Applicable Daily Index 4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.</p> <p>4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.</p> <p>4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.</p> <p>4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.</p> <p>4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.</p> <p><b>5. SCHEDULING AND NOMINATIONS</b></p> <p>5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.</p> <p>5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 36607
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.</p> <p>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</p> <p>6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> <p>7. RECEIPT OF GAS FOR TRANSPORT</p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>8. WARRANTY OF TITLE</p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p>9. UNACCEPTABLE QUANTITIES</p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p>10. GAS TRANSPORTED BY COMPANY</p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fourth Revised Terms &amp; Conditions Effective 06-16-2022</p>
	<p>Replaces Third Revised T-90, T-91 &amp; T-92</p> <p>Terms &amp; Conditions</p>
Tnspt Terms T-91B	<p>CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>11. FACILITIES</p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 36607
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper</p>





GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 36607
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; 15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract; 15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company; 15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or 15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</p> <p>15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.</p> <p>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.</p> <p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p><b>16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE</b></p> <p><b>16.1 Limitations of Liability</b></p> <p>16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p><b>16.2 Force Majeure</b></p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263                      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 36607

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Fourth Revised Terms &amp; Conditions    Replaces Third Revised T-90, T-91 &amp; T-92                      Effective 06-16-2022    Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
77068	D	MMBTu	\$ .0000	12/01/2022	N
<b>DESCRIPTION:</b> GANADO, INC.					
<b>Customer</b>	42684	GULF GAS UTILITIES			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 36608**

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/06/2023

**INITIAL SERVICE DATE:** 12/01/2022                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-90-H-22 to T-90-H-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
42088	TEXICAN	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 36608
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-90-H-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE HOUSTON DIVISION RATE SCHEDULE NO. T-90 H-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$471.94; (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.7500/MMBtu Next 750 MMBtu @ \$0.6000/MMBtu Over 1,500 MMBtu @ \$0.4500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,296.94; (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.3500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>?</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,296.94; (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1125/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu</p>

GAS SERVICES DIVISION

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	and equal to the higher of:
	(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;
	a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;
	b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;
	c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;
	d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;
	(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.
	(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.
	?
	<b>ANNUAL RATE ADJUSTMENT</b>
	The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.
	<b>EQUIVALENT QUANTITY OF NATURAL GAS</b>
	The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.
	<b>PAYMENTS TO GOVERNMENTAL AUTHORITIES</b>
	In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.
	<b>OTHER CHARGES</b>
	Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.
	<b>BILLING AND PAYMENT</b>
	Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-90 H-23                      Replaces Rate Schedule T-90 H-22                      Effective 06-15-23</p> <p>Tnspt Terms T-90A                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

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## CURRENT RATE COMPONENT

RATE COMP. IDDESCRIPTION

- 2.4 The term "Btu" shall mean British Thermal Unit.
- 2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.
- 2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).
- 2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.
- 2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.
- 2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.
- 2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.
- 2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.
- 2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
- 2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.
- 2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.
- 2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.
- 2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.
- 2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.
- 2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.
- 2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.
- 2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.
- 2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.
- 2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

## 3. APPLICATION FOR SERVICE

- 3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.
- 3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.
- 3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.
- 3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.
- 3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural



## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

#### 4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule

## GAS SERVICES DIVISION

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4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

#### 5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

#### 6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p><b>9. UNACCEPTABLE QUANTITIES</b></p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p><b>10. GAS TRANSPORTED BY COMPANY</b></p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-90B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with</p>

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GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 36608
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**CURRENT RATE COMPONENT**

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	documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.
	11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.
	12. BALANCING
	12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.
	12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.
	12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.
	12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.
	12.5 Daily Imbalances During Critical Period Events
	12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.
	12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.
	12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.
	12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.
	12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.
	12.6 Multi-day Imbalances
	12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical

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	<p>Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <p>Overage Underage</p> <p>Imbalance Level    The Company Pays Shipper the    Shipper Pays the Following Percentage of the    Company the Following Cash-Out Price    Percentage of the Cash- Out Price</p> <table border="0"> <tr> <td>From 0% to 5%</td> <td>100%</td> <td>100%</td> </tr> <tr> <td>From 5% to 10%</td> <td>80%</td> <td>120%</td> </tr> <tr> <td>From 10% to 15%</td> <td>70%</td> <td>130%</td> </tr> <tr> <td>From 15% to 20%</td> <td>60%</td> <td>140%</td> </tr> <tr> <td>Greater than 20%</td> <td>50%</td> <td>150%</td> </tr> </table> <p>12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.</p> <p>12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two</p>	From 0% to 5%	100%	100%	From 5% to 10%	80%	120%	From 10% to 15%	70%	130%	From 15% to 20%	60%	140%	Greater than 20%	50%	150%
From 0% to 5%	100%	100%														
From 5% to 10%	80%	120%														
From 10% to 15%	70%	130%														
From 15% to 20%	60%	140%														
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GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.
	14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.
	15. EVENT OF DEFAULT AND EARLY TERMINATION
	15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:
	15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
	15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
	15.1.3 otherwise become bankrupt or insolvent (however evidenced);
	15.1.4 be unable to pay its debts as they fall due;
	15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
	15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;
	15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;
	15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or
	15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;
	then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.
	15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
	15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.
	15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.
	16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE
	16.1 Limitations of Liability
	16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the

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GSD - 2 TARIFF REPORT

**RRC COID: 6263**                      **COMPANY NAME: CENTERPOINT ENERGY ENTEX**

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Fifth Revised Terms &amp; Conditions    Replaces Fourth Revised T-90, T-91 &amp; T-92    Effective 06-15-2023    Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 36608**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
150	D	MMBtu	\$.0000	12/01/2022	N
<b>DESCRIPTION:</b> HOUSTON, ENVIRONS					
<b>Customer</b>	42088	TEXICAN			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263                      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 36609

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/14/2023

**INITIAL SERVICE DATE:** 12/01/2022                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-91-E-22 to T-91-E-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
29391	CONSTELLATION	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 36609
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-91-E-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE BEAUMONT/EAST TEXAS DIVISION RATE SCHEDULE NO. T-91 E-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$371.40; (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.6000/MMBtu Next 750 MMBtu @ \$0.4000/MMBtu Over 1,500 MMBtu @ \$0.2000/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,196.40; (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>?</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,196.40; (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

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**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be

GAS SERVICES DIVISION

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**CURRENT RATE COMPONENT**

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	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-91 E-23                      Replaces Rate Schedule T-91 E-22                      Effective 06-15-23</p> <p>Tnspt Terms T-91A                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p>

GAS SERVICES DIVISION

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	<p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.</p> <p>2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</p> <p>2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.</p> <p>2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</p> <p>2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.</p> <p>2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p>
	<p><b>3. APPLICATION FOR SERVICE</b></p> <p>3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural</p>

GAS SERVICES DIVISION

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	<p>gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> <p>4.4.2.1 The MDQ;</p> <p>4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

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4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

#### 5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

#### 6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p><b>9. UNACCEPTABLE QUANTITIES</b></p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p><b>10. GAS TRANSPORTED BY COMPANY</b></p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-91B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with</p>



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <p>Overage Underage</p> <p>Imbalance Level The Company Pays Shipper the Shipper Pays the            Following Percentage of the Company the Following Cash-Out Price Percentage of the Cash-            Out Price            From 0% to 5% 100% 100%</p> <p>From 5% to 10% 80% 120%            From 10% to 15% 70% 130%            From 15% to 20% 60% 140%            Greater than 20% 50% 150%</p> <p>12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.</p> <p>12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 36609
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.
	14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.
	15. EVENT OF DEFAULT AND EARLY TERMINATION
	15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:
	15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
	15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
	15.1.3 otherwise become bankrupt or insolvent (however evidenced);
	15.1.4 be unable to pay its debts as they fall due;
	15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
	15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;
	15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;
	15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or
	15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;
	then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.
	15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
	15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.
	15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.
	16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE
	16.1 Limitations of Liability
	16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 36609**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
43026	D	MMBtu	\$.0000	06/01/2004	N
<b>DESCRIPTION:</b> SILSBEE, ENVIRONS					
<b>Customer</b>	29391	CONSTELLATION			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT      **RRC TARIFF NO:** 36766

**DESCRIPTION:** Distribution Transportation      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**      **RECEIVED DATE:** 07/06/2023

**INITIAL SERVICE DATE:** 02/01/2023      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-91-E-22 to T-91-E-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305      **ACTIVE FLAG:** Y      **INACTIVE DATE:**

**FIRST NAME:** Petra      **MIDDLE:**      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston      **STATE:** TX      **ZIP:** 77252      **ZIP4:** 2628

**AREA CODE:** 713      **PHONE NO:** 207-3363      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
42088	TEXICAN	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 36766
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-91-E-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE BEAUMONT/EAST TEXAS DIVISION RATE SCHEDULE NO. T-91 E-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$371.40; (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.6000/MMBtu Next 750 MMBtu @ \$0.4000/MMBtu Over 1,500 MMBtu @ \$0.2000/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,196.40; (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>?</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,196.40; (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 36766
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

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**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be



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	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-91 E-23                      Replaces Rate Schedule T-91 E-22                      Effective 06-15-23</p> <p>Tnspt Terms T-91A                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p>



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	<p>gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> <p>4.4.2.1 The MDQ;</p> <p>4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

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4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

#### 5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

#### 6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

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	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p><b>9. UNACCEPTABLE QUANTITIES</b></p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p><b>10. GAS TRANSPORTED BY COMPANY</b></p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-91B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with</p>

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	<p>documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical</p>

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<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <p>Overage Underage</p> <p>Imbalance Level    The Company Pays Shipper the    Shipper Pays the            Following Percentage of the    Company the Following Cash-Out Price    Percentage of the Cash-            Out Price            From 0% to 5%    100%    100%</p> <p>From 5% to 10%    80%    120%            From 10% to 15%    70%    130%            From 15% to 20%    60%    140%            Greater than 20%    50%    150%</p> <p>12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.</p> <p>12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 36766
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.
	14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.
	15. EVENT OF DEFAULT AND EARLY TERMINATION
	15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:
	15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
	15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
	15.1.3 otherwise become bankrupt or insolvent (however evidenced);
	15.1.4 be unable to pay its debts as they fall due;
	15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
	15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;
	15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;
	15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or
	15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;
	then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.
	15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
	15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.
	15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.
	16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE
	16.1 Limitations of Liability
	16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT      **RRC TARIFF NO:** 36766

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term "force majeure" as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Fifth Revised Terms &amp; Conditions    Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023    Terms &amp; Conditions</p>

**RATE ADJUSTMENT PROVISIONS:**

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 36766**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>						
234	D	MMBtu	\$.0000	12/01/2008	N						
<b>DESCRIPTION:</b> NACOGDOCHES, INC.											
<table border="1" style="width:100%"> <tr> <td><b>Customer</b></td> <td>42088</td> <td>TEXICAN</td> <td colspan="3"></td> </tr> </table>						<b>Customer</b>	42088	TEXICAN			
<b>Customer</b>	42088	TEXICAN									
43009	D	MMBtu	\$.0000	02/01/2023	N						
<b>DESCRIPTION:</b> LUFKIN, INC.											
<table border="1" style="width:100%"> <tr> <td><b>Customer</b></td> <td>42088</td> <td>TEXICAN</td> <td colspan="3"></td> </tr> </table>						<b>Customer</b>	42088	TEXICAN			
<b>Customer</b>	42088	TEXICAN									

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 6263                      **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT                      **RRC TARIFF NO:** 37132

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/06/2023

**INITIAL SERVICE DATE:** 05/01/2023                      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**                      **AMENDMENT DATE:** 06/15/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** Y                      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 6/15/2023 Revised T-91-E-22 to T-91-E-23

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**

**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628

**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
42088	TEXICAN	N	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 37132
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-91-E-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE BEAUMONT/EAST TEXAS DIVISION RATE SCHEDULE NO. T-91 E-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$371.40; (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.6000/MMBtu Next 750 MMBtu @ \$0.4000/MMBtu Over 1,500 MMBtu @ \$0.2000/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,196.40; (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>?</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,196.40; (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 37132
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

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**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 37132**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-91 E-23                      Replaces Rate Schedule T-91 E-22                      Effective 06-15-23</p> <p>Tnspt Terms T-91A                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p>

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	<p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.</p> <p>2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</p> <p>2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.</p> <p>2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</p> <p>2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.</p> <p>2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p> <p><b>3. APPLICATION FOR SERVICE</b></p> <p>3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural</p>

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gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

#### 4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule



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4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

#### 5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

#### 6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

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	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p><b>9. UNACCEPTABLE QUANTITIES</b></p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p><b>10. GAS TRANSPORTED BY COMPANY</b></p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-91B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with</p>

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	<p>documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <p>Overage Underage</p> <p>Imbalance Level The Company Pays Shipper the Shipper Pays the Following Percentage of the Company the Following Cash-Out Price Percentage of the Cash- Out Price From 0% to 5% 100% 100%</p> <p>From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%</p> <p>12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.</p> <p>12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.
	14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.
	15. EVENT OF DEFAULT AND EARLY TERMINATION
	15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:
	15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
	15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
	15.1.3 otherwise become bankrupt or insolvent (however evidenced);
	15.1.4 be unable to pay its debts as they fall due;
	15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
	15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;
	15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;
	15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or
	15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;
	then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.
	15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
	15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.
	15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.
	16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE
	16.1 Limitations of Liability
	16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the



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**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
42977	D	MMBtu	\$.0000	05/01/2023	N
<b>DESCRIPTION:</b> CENTER, INC.					
<b>Customer</b>	42088	TEXICAN			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 37198**

**DESCRIPTION:** Distribution Transportation                      **STATUS:** A  
**OPERATOR NO:**  
**ORIGINAL CONTRACT DATE:**                      **RECEIVED DATE:** 07/31/2023  
**INITIAL SERVICE DATE:** 06/01/2023                      **TERM OF CONTRACT DATE:**  
**INACTIVE DATE:**                      **AMENDMENT DATE:**  
**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** Y                      **RRC DOCKET NO:**  
**CITY ORDINANCE NO:**  
**AMENDMENT(EXPLAIN):** None  
**OTHER(EXPLAIN):** EFFT. 6-1-2023 ADD NEW SUPPLIER CONST WITH DP VICTORIA INC TO THIS TARIFF

**PREPARER - PERSON FILING**

**RRC NO:** 1305                      **ACTIVE FLAG:** Y                      **INACTIVE DATE:**  
**FIRST NAME:** Petra                      **MIDDLE:**                      **LAST NAME:** Custer  
**TITLE:** Coordinator Regulatory  
**ADDRESS LINE 1:** P.O. Box 2628  
**ADDRESS LINE 2:**  
**CITY:** Houston                      **STATE:** TX                      **ZIP:** 77252                      **ZIP4:** 2628  
**AREA CODE:** 713                      **PHONE NO:** 207-3363                      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
29391	CONSTELLATION	N	



## GAS SERVICES DIVISION

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PSIF-17	IPELINE SAFETY INSPECTION FEE: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is one-time surcharge per customer bill of \$1.03, based on \$1.00 per service line. It will be collected from April 1, 2023 to April 30, 2023.
T-91-S-23	<p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE SOUTH TEXAS DIVISION RATE SCHEDULE NO. T-91 S-23</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ("General Terms") contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$470.68; (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.6000/MMBtu Next 750 MMBtu @ \$0.4000/MMBtu Over 1,500 MMBtu @ \$0.2000/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,295.68; (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>?</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 15, 2023, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,295.68; (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand ("CD") calculated in MMBtu</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

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**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term "Equivalent Quantity of Natural Gas" shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be

GAS SERVICES DIVISION

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-91 S-23                      Replaces Rate Schedule T-91 S-22                      Effective 06-15-23</p> <p>Tnspt Terms T-91A                      CENTERPOINT ENERGY ENTEX                      GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE                      RATE SCHEDULES T-90, T-91 &amp; T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by CENTERPOINT ENERGY ENTEX ("Company") under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-23 and T-90 C-23                      Rate Schedule T-91 E-23 and T-91 S-23                      Rate Schedule T-92 H-23, T-92 C-23, T-92 E-23, and T-92 S-23</p> <p>2. DEFINITIONS</p> <p>2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p>

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	<p>2.4 The term "Btu" shall mean British Thermal Unit.</p> <p>2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.</p> <p>2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</p> <p>2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.</p> <p>2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.19 The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</p> <p>2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.</p> <p>2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p>
	<p><b>3. APPLICATION FOR SERVICE</b></p> <p>3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural</p>

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	<p>gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p>4. EXHIBIT A ? ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper ? The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> <p>4.4.2.1 The MDQ;</p> <p>4.4.2.2 The Initial Contract Demand (?CD?), as defined in the applicable Rate Schedule</p>

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4.4.3	The Receipt Point(s) and Delivery Point(s);
4.4.4	Term of Service
4.4.4.1	Shipper or potential Shipper must request an initial minimum term of one year to initiate service;
4.4.4.2	Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.
4.4.5	Identity of End-use Customer ? the name, identification (currently Dunn?s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;
4.4.6	Upstream Pipeline Contact Information for Confirmations
4.4.7	Indexes:
4.4.7.1	Applicable Monthly Index;
4.4.7.2	Applicable Index Adder; and
4.4.7.3	Applicable Daily Index
4.4.8	Certification may be required from an approved Shipper that it has the authority to deliver gas to Company?s system for transportation to the End-Use Customer.
4.5	Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.
4.6	The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.
4.7	Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.
4.8	Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company?s system or adversely affect Company?s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.
5.	<b>SCHEDULING AND NOMINATIONS</b>
5.1	Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company?s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.
5.2	Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.
6.	<b>APPLICATION OF GENERAL TERMS AND CONDITIONS</b>
6.1	Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.
6.2	The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.
6.3	These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

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	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p><b>9. UNACCEPTABLE QUANTITIES</b></p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p><b>10. GAS TRANSPORTED BY COMPANY</b></p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Fifth Revised Terms &amp; Conditions Replaces Fourth Revised T-90, T-91 &amp; T-92 Effective 06-15-2023 Terms &amp; Conditions                      Tnspt Terms T-91B CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE                      SCHEDULES T-90, T-91 &amp; T-92</p> <p><b>11. FACILITIES</b></p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with</p>

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	<p>documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The "Critical Period Price" shall be the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cashout transactions shall be equal to 50% of the Critical</p>



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	<p>Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <p>Overage Underage</p> <p>Imbalance Level The Company Pays Shipper the Shipper Pays the Following Percentage of the Company the Following Cash-Out Price Percentage of the Cash-Out Price</p> <table border="0"> <tr> <td>From 0% to 5%</td> <td>100%</td> <td>100%</td> </tr> <tr> <td>From 5% to 10%</td> <td>80%</td> <td>120%</td> </tr> <tr> <td>From 10% to 15%</td> <td>70%</td> <td>130%</td> </tr> <tr> <td>From 15% to 20%</td> <td>60%</td> <td>140%</td> </tr> <tr> <td>Greater than 20%</td> <td>50%</td> <td>150%</td> </tr> </table> <p>12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the "Cash-out Index" specified in the Agreement. In the event of an "Underage," the "Cash Out Price" shall be "Cash-out Index" plus an "Adder" as specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the "Cash-out Index", "Adder", "Applicable Daily Index" or "Applicable Alternative Daily Index" effective in the Agreement. Any such change will be applied to imbalances prospectively.</p> <p>12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the "Cash Out Price" shall be the "Cash Out Index" specified in the Agreement.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper as near to the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two</p>	From 0% to 5%	100%	100%	From 5% to 10%	80%	120%	From 10% to 15%	70%	130%	From 15% to 20%	60%	140%	Greater than 20%	50%	150%
From 0% to 5%	100%	100%														
From 5% to 10%	80%	120%														
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GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 6263	<b>COMPANY NAME:</b> CENTERPOINT ENERGY ENTEX
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<b>TARIFF CODE:</b> DT	<b>RRC TARIFF NO:</b> 37198
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.
	14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.
	15. EVENT OF DEFAULT AND EARLY TERMINATION
	15.1 In the event (each an "Event of Default") Shipper or its guarantor shall:
	15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
	15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
	15.1.3 otherwise become bankrupt or insolvent (however evidenced);
	15.1.4 be unable to pay its debts as they fall due;
	15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
	15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;
	15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;
	15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or
	15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner;
	then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.
	15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
	15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.
	15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.
	16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE
	16.1 Limitations of Liability
	16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation ("Law"), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 6263                      COMPANY NAME: CENTERPOINT ENERGY ENTEX**

**TARIFF CODE: DT                      RRC TARIFF NO: 37198**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
43033	D	MMBtu	\$.0000	06/01/2023	N
<b>DESCRIPTION:</b> VICTORIA, INC.					
<b>Customer</b>	29391	CONSTELLATION			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.