

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

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

DESCRIPTION: Transmission Miscellaneous **STATUS:** A

OPERATOR NO:

ORIGINAL CONTRACT DATE: 04/01/2009 **RECEIVED DATE:** 03/25/2010

INITIAL SERVICE DATE: **TERM OF CONTRACT DATE:** 07/01/2014

INACTIVE DATE: **AMENDMENT DATE:**

CONTRACT COMMENT: evergreen

REASONS FOR FILING

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

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): moving from 6636 to 7710 company number

CUSTOMERS

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

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
CEIP MS-102	<p>AVAILABILITY This miscellaneous storage dispatching service rate schedule is available to a Storage Dispatching Service Customer (hereinafter called Customer) at a specific point in the City of Houston, Harris County Texas, where CenterPoint Energy Intrastate Pipelines, LLC (hereinafter called Company) can arrange for the receipt, storage and redelivery of gas using existing facilities of suitable pressure and capacity.</p> <p>APPLICATION This miscellaneous storage dispatching service rate schedule is applicable to natural gas storage dispatching service for a Customer where (i) Company and such Customer execute a contract or an amendment to a contract on or after January 1, 2007; (ii) Customer dispatches in MMBtu per day injections or withdrawals at the interconnection Company's facilities and Kinder Morgan Texas Pierce Junction Storage Meter Station, and (iii) Company does not take title to or own the natural gas so dispatched under this Rate Schedule.</p> <p>NET MONTHLY INJECTION AND WITHDRAWAL RATES The Net Monthly Rate per MMBtu for gas injected by Customer into Company's facilities herein shall be an amount equal to the sum of (i) one and a half cents (\$0.015) per MMBtu. The Net Monthly Rate per MMBtu for gas withdrawn by Customer from Company's facilities herein shall be an amount equal to the sum of (i) one and a half cents (\$0.015) per MMBtu.</p> <p>NET MONTHLY CAPACITY RESERVATION The Net Monthly Capacity Reservation shall be three hundred fifty four thousand four hundred dollars (\$354,400).</p> <p>APPLICABLE TAXES Company and Customer shall independently file and pay any and all federal, state and local taxes (including, but without limitation, ad valorem or franchise taxes or payments under industrial district agreements) which are legally required to be filed and paid relative to the services provided under this rate schedule or are assessed on the physical volumes of gas owned by either party within the gas storage facilities herein.</p> <p>NATURAL GAS ACT Company shall not be obligated to accept any dispatched gas under this miscellaneous storage dispatching service rate schedule if such action would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act.</p> <p>WRITTEN CONTRACT Service under this miscellaneous storage dispatching service rate schedule is contingent upon a Customer being a party to a written contract with the Company. This contract must be in a form and on terms and conditions acceptable to Company</p> <p>BILLING AND PAYMENT The billing and payment of capacity reservations and all gas dispatched on behalf of the Customer hereunder shall be in accordance with the provisions of the written contract contemplated hereby.</p>

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

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

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

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

TYPE SERVICE PROVIDED

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

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

The parties are affiliated.

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

TARIFF CODE: TS **RRC TARIFF NO:** 22804

DESCRIPTION: Transmission Sales **STATUS:** A

OPERATOR NO:

ORIGINAL CONTRACT DATE: 05/03/1973 **RECEIVED DATE:** 03/25/2010

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

INACTIVE DATE: **AMENDMENT DATE:**

CONTRACT COMMENT: evergreen

REASONS FOR FILING

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

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): move from 6636 to 7710

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
31569	**CONFIDENTIAL**	Y	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

TARIFF CODE: TS **RRC TARIFF NO:** 22804

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
Gas Supply Agreement	<p>THIS AGREEMENT, made and entered into this 3rd day of May, 1973, by and between UNIT GAS TRANSMISSION COMPANY, a Texas corporation, hereinafter called Seller, and UNITED GAS, INC., a Texas corporation, hereinafter called Buyer.; W I T N E S S E T H: WHEREAS, Seller owns and operates a natural gas gathering system in the vicinity of the City of Tyler, Smith County, Texas, and is engaged in the business of purchasing, transporting and reselling natural gas in the State of Texas; WHEREAS, Buyer is engaged in the reselling and distribution of natural gas through Buyer's distribution systems in and adjacent to the cities, towns, villages and communities of Arp, Beckville, Big Sandy, Carthage, Center, Crockett, DeBerry, Diboll, Edgewood, Elkhart, Elysian Fields, Fruitvale, Gladewater, Grand Saline, Grapeland, Groveton, Gum Springs, Hallsville, Hawkins, Henderson, Herty, Jacksonville, Jonesville, Kilgore, Laird Hill, Latexo, Lindale, Longview, Lovelady, Lufkin, Marshall, Mineola, Nacogdoches, New London, Overton, Price, Riverside, Rusk, San Augustine, Scottsville, Sexton City, Spring Hill, Swan, Tatum, Timpson, Trinity, Troup, Turnertown, Tyler, Van, Warren City, Waskom, and Wills Point, and their adjoining environs, all in the State of Texas (which distribution systems are hereinafter collectively referred to as Buyer's East Texas Division); WHEREAS, Seller has a supply of natural gas which it desires to sell and deliver, and which Buyer desires to purchase and receive for resale and distribution in Buyer's East Texas Division. NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto do mutually agree as follows: I. SCOPE AND QUANTITIES Subject to the General Provisions, Exhibit A, attached hereto and made a part hereof for all purposes, and subject to the other terms, conditions and limitations hereof, Seller agrees to sell and deliver, or cause to be delivered to Buyer, and Buyer agrees to purchase and receive from Seller, all natural gas which Seller may have available for sale and delivery from time to time to Buyer's East Texas Division; however, Buyer shall be obligated to take gas from Seller hereunder and Seller shall only be obligated to deliver gas to Buyer hereunder in the daily quantities hereinafter set forth. Seller shall be obligated to deliver to Buyer each day hereunder such quantities of gas as are required by Buyer up to the quantity of gas Seller has available for delivery in Buyer's East Texas Division for such day. Any maximum or minimum daily delivery requirements shall be as set out in Exhibit B attached hereto and made a part hereof, as said Exhibit may be amended from time to time. II. DELIVERY POINTS The gas to be sold and delivered to Buyer under this Agreement shall be delivered at the outlet of Seller's facilities at (a) the point (s) designated in Exhibit B and (b) any additional point or points mutually agreed upon by the parties and added by revising Exhibit B. III. PRICE The price to be paid by Buyer to Seller for each Mcf of gas delivered during any month under this Agreement shall be sixty cents (\$0.60) based on Seller's current weighted average cost of the gas covered by this contract. In the future this price shall increase or decrease each month, penny for penny, to reflect any changes, plus or minus, in Seller's monthly weighted average cost of gas. IV. DELIVERY PRESSURE The gas to be delivered by Seller to Buyer hereunder shall be delivered to said point (s) of delivery at such pressure (s) as may be necessary to meet Buyer's requirements from time to time; provided, however, that Seller shall not be obligated to maintain a delivery pressure in excess of that shown on Exhibit B for each point of delivery. Buyer agrees to take and receive gas hereunder at the pressure herein provided for and thereafter to regulate, control and odorize said gas for delivery to its consumers. V. TERM This contract shall remain in full force and effect for a term of two (2) years from the first day of the month following commencement of deliveries hereunder and thereafter for successive periods of one (1) month each unless and until cancelled by Buyer or Seller at the end of such two (2) year period or at the end of any succeeding one (1) month period by written notice given at least thirty (30) days in advance. VI. CHANGE OF OWNERSHIP If any of Buyer's gas distribution systems comprising its East Texas Division are voluntarily sold, exchanged, transferred or leased by Buyer, then and in such event, Buyer agrees that it will cause the person, firm or corporation so acquiring such facilities to take and hold the same subject to this Agreement, and subject to the obligations to fully and faithfully perform all of the obligations created by this Agreement; and Buyer further agrees that it will incorporate appropriate covenants to this effect in any act of conveyance or instrument of transfer or lease which may be executed by it. Buyer also agrees that it will notify Seller in writing of the intended sale, exchange, transfer or lease of such systems as soon as practicable after an agreement to make such sale, exchange, transfer or lease has been reached. Seller agrees not to disclose such information until it has been made public by Buyer. If all or any of Seller's pipeline gathering system through which the gas sold hereunder is delivered to Buyer is voluntarily sold, exchanged, transferred or leased by Seller, then and in such event, Seller agrees that it will cause the person, firm or corporation so acquiring such property to take and hold the same subject to this Agreement, and subject to the obligation to fully and faith-fully perform all of the obligations created by this Agreement, applicable to the property so sold or exchanged; and Seller further agrees that it will incorporate appropriate covenants to this effect in any act of conveyance or instrument of transfer or lease which may be executed by it. Seller also agrees that it will notify Buyer in writing of the intended sale, exchange, transfer or lease of such system as soon as practicable after an agreement to make such sale, exchange, transfer or lease has been reached. Buyer agrees not to disclose such information until it has been made public by Seller. VII. RIGHTS-OF-WAY To the extent that Seller has the right to do so, and provided Seller's facilities so permit, Seller hereby gives to Buyer the right to install, maintain and operate in Seller's metering station located at the point or points of delivery as provided in Article II. hereof, its pressure regulators, check meters, and odorizing equipment. Buyer shall also have the right of ingress to and egress from the said metering station site (s) for the purpose of installing, operating and maintaining its property and equipment thereon and removing the same therefrom. Seller assumes no responsibility or liability for the operations, maintenance or safekeeping of any of Buyer's equipment located on Seller's property and, further, Buyer agrees to indemnify Seller and hold Seller harmless for any injury or damage to persons or property caused by the employees of Buyer or third parties (including employees of Seller) acting for or on behalf of or at the request of Buyer, or as a result of the location and operation of Buyer's equipment on Seller's property, except such injury or damage as may be caused by or result from the negligent or willful act of Seller's employees. Buyer expressly acknowledges that gas to be furnished under this Agreement will not be orderized prior to delivery hereunder. VIII. SUBJECT HEADINGS The subject headings of the articles of this Agreement are inserted for convenient reference and are not to be considered in any interpretation of same. IX. SUCCESSORS AND ASSIGNS This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each of the parties hereto. IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate originals on the day and year first written above. ATTEST: UNIT GAS TRANSMISSION COMPANY /s/ Mary Lou Powell /s/ E. M. DeMouche (SEAL) Assistant Secretary Vice President ATTEST: UNITED GAS, INC. /s/ C. R. Craft, Jr. /s/ R. P. McCants (SEAL) Secretary Vice President EXHIBIT A GENERAL PROVISIONS 1. DEFINITIONS The following terms, when used herein or in any agreement or contract incorporating these General Provisions, shall have the following meaning: 1.1 The term day shall mean a period of 24 consecutive hours beginning as nearly as is practicable at 7:00 a.m., or at such other time as may be mutually agreed to by Seller and Buyer. 1.2 The term billing month shall mean the calendar month; however, with regard to information that must be submitted by Buyer to Seller to enable Seller to</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

TARIFF CODE: TS **RRC TARIFF NO:** 22804

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>prepare statements for gas delivered to Buyer, billing month shall mean that period ending within the calendar month that coincides with the billing month used by Buyer in connection with its resale of gas to Buyer's customers through the distribution system(s) or sales facilities subject to the contract of which this is a part. 1.3 The term cubic foot of gas, for the purpose of measurement of the gas delivered and for all other purposes, except where otherwise specifically provided, is the amount of gas necessary to fill a cubic foot of space when the gas is at an absolute pressure of fourteen and sixty-five hundredths (14.65) pounds per square inch and at a base temperature of sixty (60) degrees Fahrenheit. 1.4 The term Mcf shall mean 1,000 cubic feet of gas. 2. QUALITY Buyer shall not be obligated to take or pay for (but shall pay for if taken) any gas tendered hereunder unless the same meets the following requirements: 2.1 The quality of the gas shall be standard pipeline quality containing no more than one-quarter (1/4) grain of hydrogen sulphide per one hundred (100) cubic feet of gas, and the gas shall contain no more than seven (7) pounds of water vapor per million cubic feet and be reasonably free from other deleterious or harmful liquids and reasonably free from sand and other deleterious or harmful solids. 2.2 The gas shall have a gross heating value of not less than one thousand (1,000) British Thermal Units per cubic foot. The British Thermal Unit content shall be computed on the basis of a temperature of sixty degrees (60 degrees) Fahrenheit and a pressure of 14.65 pounds per square inch absolute and water vapor saturated. 3. MEASUREMENT Determination of Quantity 3.1 The Sales Unit shall be one Mcf. 3.2 Assumed Atmospheric Pressure - The average atmospheric pressure shall be assumed to fourteen and seven-tenths (14.7) pounds per square inch, irrespective of actual elevation or location of the point(s) of delivery above sea level or variations in such atmospheric pressure from time to time. 3.3 Meters - The gas delivered hereunder shall be measured by means of a meter or meters of standard type, which shall be installed, operated and maintained by Seller at Seller's expense. Such measurement instruments shall be at all reasonable times subject to joint check, test and inspection. Measurement shall be on the Texas standard pressure base and in accordance with methods, procedures and computations prescribed in American Gas Association Gas Measurement Committee Report No. 3, and all amendments thereto. If, for any reason, the meters are out of service or out of repair so that the amount of gas delivered cannot be ascertained or computed from the readings thereof, the gas delivered during the period such meters are out of service or out of repair shall be estimated and agreed upon by the parties hereto upon the basis of the best data available. 4. BILLING Billing by Seller - On or before the tenth day of each calendar month, Seller shall render to Buyer, at such office as Buyer may designate, a statement showing the calculations of the monthly bill for gas delivered by Seller to Buyer during the preceding billing month. 5. PAYMENT 5.1 Payment Date - On or before the twentieth day of each calendar month, Buyer shall make payment to Seller, at such office as Seller may designate, of amounts due Seller as shown by the statement furnished Buyer in accordance with the foregoing Section 5.2. 5.2 Late Payment - In the event Buyer shall fail to pay any amount due Seller when the same is due, then interest thereon shall accrue at the rate of eight per cent (8%) per annum from the date when such amount is due until the same is paid. If such failure to pay continues for 60 days, Seller may, upon receipt of appropriate governmental authority, if any is required, suspend deliveries of gas, and the exercise of such right shall be in addition to any and all other remedies available to Seller. 5.3 Error in Bills - In the event an error is discovered in the amount billed in any statement rendered by Seller, such error shall be adjusted promptly. 5.4 Late Billing - If presentation of a bill to Buyer is delayed after the tenth day of the month, then the time of payment shall be extended accordingly, unless Buyer is responsible for such delay. 6. ACCESS TO DATA Buyer and Seller shall have the right to examine the books, records, and charts of the other party at all reasonable times to the extent necessary to verify the accuracy of any statement, charge or computation made pursuant to the provisions of any section hereof. 7. POSSESSION OF GAS Seller shall be in exclusive control and possession of the gas deliverable and responsible for any damage or injury caused thereby until the same shall have been delivered to Buyer at the delivery point(s), at which point(s) title to such gas shall pass to Buyer, after which delivery Buyer shall be in exclusive control and possession thereof and responsible for any injury or damage caused thereby. Each party shall indemnify the other party against (a) any and all damages or loss to any equipment or property of the other party, and (b) any and all legal or other expenses, costs, losses or judgements for damages or injuries to persons or property, arising from such gas while, as between the parties hereto, such gas was in the possession and under the control of the indemnifying party. 8. WARRANTY Seller warrants generally the title to all gas delivered, and agrees to indemnify Buyer from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any or all persons to said gas or to royalties or charges thereon. 9. FORCE MAJEURE 9.1 Definition of Force Majeure - the term force majeure as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of governments and people, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, the necessity for making repairs, tests, or alterations to machinery or lines of pipe, freezing of wells or lines of pipe, partial or entire failure of wells or gas supply or any other causes, whether of the kind herein enumerated or otherwise, not within the control of the party claiming suspension and which by the exercise of due diligence such party has been unable to prevent or overcome; such terms shall likewise include (a) in those instances where either Seller or Buyer is required to obtain servitudes, rights-of-way grants, permits or licenses to enable such party to fulfill its obligations under the agreement between Buyer and Seller, the inability of such party to acquire, or the delays on the part of such party in acquiring, at reasonable cost and after the exercise of reasonable diligence, such servitudes, rights-of-way grants, permits or licenses, and (b) in those instances where either Seller or Buyer is required to furnish materials and supplies for the purpose of constructing or maintaining facilities or is required to secure permits or permissions from any governmental agency to enable such party to fulfill its obligations under the agreement between Buyer and Seller, the inability of such party to acquire, or the delays on the part of such party in acquiring, at reasonable cost, and after the exercise of reasonable diligence, such materials and supplies, permits and permissions. 9.2 Limitations on Obligations - In the event of either Buyer or Seller being rendered unable, wholly or in part, by force majeure to carry out its obligations hereunder, other than to make payments due hereunder, it is agreed that on such party giving notice and full particulars of such force majeure in writing or by telegraph to the other party as soon as practicable after the occurrence of the cause relied on, then the obligations of the party giving such notice so far as they are affected by such force majeure shall be suspended during the continuance of any inability so caused but for no longer period, and such cause shall be as far as possible be remedied with all reasonable dispatch. 9.3 Strikes and Lockouts - The settlement of strikes or lockouts shall be entirely within the discretion of the party having the difficulty, and the above requirements that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts by acceding to the demands of an opposing party when such course is inadvisable in the discretion of the party having the difficulty. 10. IMPAIRMENT OF DELIVERIES 10.1 Proration of Impaired Deliveries - In the event a shortage of gas on Seller's system renders Seller unable to satisfy all of its contractual obligations to others, including Buyer, then Seller may, without liability to Buyer, prorate its gas supply in the manner prescribed by the Railroad Commission of Texas in Rule 2 of its</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

TARIFF CODE: TS **RRC TARIFF NO:** 22804

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>order issued January 5, 1973, in Oil and Gas Docket No. 20-62, 505 and Gas Utilities Division Docket No. 489, or in the manner subsequently ordered or approved by the Railroad Commission of Texas or other governmental agency or authority having jurisdiction.</p> <p>10. IMPAIRMENT OF DELIVERIES cont'd. 10.2 Alteration and Repairs to Facilities - Seller may, without liability to Buyer, interrupt its service for the purpose of making necessary tests, alterations and repairs to its pipe lines and other facilities, but only for such time as may be reasonable or unavoidable; and Seller shall give to Buyer, except in case of an emergency, reasonable notice of its intention so to do and shall endeavor to arrange such interruptions to as to inconvenience Buyer as little as possible. Seller shall give to Buyer reasonable notice before resuming service after the same has been interrupted and agrees that it will not resume service until after having given Buyer reasonable time after notice within which to have a representative present when gas is again turned into Buyer's lines. 10.3 Seller to Use Best Efforts - Seller will use its best efforts to make available sufficient gas to supply Buyer's requirements hereunder, up to the Maximum Daily Delivery Obligation in effect from time to time, and will act in a prudent manner and in good faith in its acquisition, negotiation, renegotiation, release and assignment of its gas supply arrangements, sales contract and the operation of its gas storage facilities, if any, to assure to the extent possible that it will have sufficient gas to supply such requirements. 11. DULY CONSTITUTED AUTHORITIES This agreement between Buyer and Seller is expressly made subject to all present or future valid rules, regulations or orders of the Railroad Commission of Texas and of any commission, court, legislative or regulatory body having jurisdiction and to all executive orders, rules and regulations issued pursuant to law. 12. NOTIFICATION OF CHANGE OF DAILY REQUIREMENTS Buyer and Seller will notify each other from time to time as necessary of expected changes in the rates of daily delivery or takings of gas or in the pressures or other operating conditions and the reasons for such expected changes as soon as such reasons come to the knowledge of either Buyer or Seller, to the end that the other may be prepared to meet or to take advantage of such expected changes when, as and if they occur. 13. DESCRIPTIVE HEADINGS The descriptive headings of the provisions of these General Provisions are formulated and used for convenience only and shall not be deemed to affect the meaning or construction of any such provisions. EXHIBIT B Effective May 3, 1973 To Gas Sales Agreement Dated May 3, 1973 Seller's Maximum Maximum Daily Delivery Pressure Delivery Point Quantity Obligation Tyler, Texas City Gate #1 4,000 Mcf Not to exceed 500 psig AMENDED EXHIBIT B Effective December 1, 1973 to Gas Sales Agreement dated May 3, 1973 Seller's Maximum Delivery Pressure Delivery Point Daily Quantity Obligation Tyler, Texas Maximum Daily Quantity Not to exceed 500 psig City Gate #10 4,000 MCF Tyler, Texas Minimum Daily Purchase Not to exceed 250 psig City Gate #12 obligation of 1,500 MCF of Seller has that much gas available on any one day AMENDATORY AGREEMENT THIS AGREEMENT, made and entered into this 30th day of August, 1976, by and between UNIT GAS TRANSMISSION COMPANY, a Texas corporation, hereinafter called Seller, and ENTEX, INC., hereinafter called Buyer; WHEREAS, Buyer and Seller herein previously entered into a Gas Supply Agreement dated May 3, 1973, as amended by letter agreement dated November 7, 1973, establishing an additional delivery point, which agreement as amended is hereinafter referred to as the Agreement; and WHEREAS, the parties now wish to amend the Agreement; THEREFORE, in consideration of the mutual covenants and agreements the parties hereby agree as follows: 1. SECTION III. RATE and General Terms and Provisions, Section 4. Billing are hereby deleted in their entirety and the following substituted in lieu thereof: III. RATE The rate to be paid by Buyer and Seller for each Mcf of gas delivered during any billing month under this Agreement shall be sixty cents (\$0.60) based on Seller's weighted average cost of the gas covered by this contract as of May 3, 1973, (hereafter called base gas cost). To the extent that Seller's price of gas to be purchased (adjusted to correct any prior variations from actual costs) for resale hereunder increases or decreases from the base gas cost, said rate shall be adjusted up or down to reflect (i) changes in such cost of gas per unit sold and (ii) changes in taxes based on sales resulting from such increases or decreases. By the 20th day of any month for which a change in the adjustment is to be made, Seller shall give notice to Buyer of its current gas cost and the resulting adjustment to said rate. By the 10th day of each calendar month Seller shall bill Buyer at the appropriate rate for the amount of gas delivered during the prior billing month. The billing month shall be a period of approximately 30 days ending on the date meters recording deliveries hereunder are read. The adjusted rate shall remain in effect until changed in accordance with this section. If Seller's actual current gas cost differs from that stated in above mentioned notice and billed to Buyer, an adjustment shall be made in the second succeeding bill to correct for any over or under recovery. 2. Except as specifically modified herein the Agreement is in all things affirmed. In witness whereof the parties hereto have executed this agreement in duplicate originals on the day and year first written above. ATTEST: UNIT GAS TRANSMISSION COMPANY /s/ Mary Lou McCants /s/ E. M. DeMouche Assistant Secretary President ATTEST: ENTEX, INC. /s/ Mary Lou McCants /s/ R. P. McCants Assistant Secretary Senior Vice President</p>

RATE ADJUSTMENT PROVISIONS:
None

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
73272	D	MMBTU	\$.0000	08/01/2008	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	31569	**CONFIDENTIAL**			

TYPE SERVICE PROVIDED

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
F	Sale For Resale	

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

TARIFF CODE: TS **RRC TARIFF NO:** 22804

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

The parties are affiliated.

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

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

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

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

DESCRIPTION: Transmission Transportation **STATUS:** A

OPERATOR NO:

ORIGINAL CONTRACT DATE: **RECEIVED DATE:** 06/12/2013

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

INACTIVE DATE: **AMENDMENT DATE:**

CONTRACT COMMENT: None

REASONS FOR FILING

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

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): X'd affiliate box - administrative oversight

CUSTOMERS

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
T and C 1A	<p>1. APPLICABILITY 1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY INTRASTATE PIPELINES, INC. (Company) under the following rate schedule(s): Rate Schedules T-110 and T-111</p> <p>2. DEFINITIONS 2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p>2.4 The term Btu shall mean British Thermal Unit.</p> <p>2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.7 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.8 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; and (c) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.9 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.10 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.11 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.12 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.13 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of Lost and Unaccounted for Gas and Fuel, if any, specified in the Agreement.</p> <p>2.14 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.</p> <p>2.15 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</p> <p>2.16 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.</p> <p>2.17 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.18 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering Gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the Gas, purchase price of the Gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any</p>

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agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

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

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

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

3. APPLICATION FOR SERVICE

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

3.2 Unless waived by Company, if a Shipper fails to execute and return to Company the Transportation Service Agreement which accurately reflects the Shipper's submitted request for service within ten (10) Business Days after such agreement is tendered by Company for execution, then Shipper's request and the Transportation Service Agreement shall be null and void. In all other circumstances, unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

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

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

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

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company. 3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

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

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

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

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

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6: 3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

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

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

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby

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	<p>irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p>4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ, MHQ or AVL under an existing Exhibit A Addendum to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A Addendum to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend a renew an existing Exhibit A Addendum to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities: 4.4.2.1 The MDQ;</p> <p>4.4.2.2 The MHQ; and 4.4.2.3 The AVL;</p> <p>4.4.3 The Receipt Point(s) and Delivery Point(s);</p> <p>4.4.4 Term of Service - Shipper or potential Shipper must request a minimum term of one year to initiate service or add a new Receipt Point or Delivery Point;</p> <p>4.4.5 Identity of End-use Customer - the name, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;</p> <p>4.4.6 Upstream Pipeline Contact Information for Confirmations</p> <p>4.4.7 Indexes and Lost and Unaccounted for Gas:</p> <p>4.4.7.1 Applicable Daily Index;</p> <p>4.4.7.2 Applicable Alternative Daily Index;</p> <p>4.4.7.3 Cash-out Index; and</p> <p>4.4.7.4 Lost and Unaccounted For Gas and Fuel as a Percent of Gas Received at Receipt Point</p> <p>4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation.</p> <p>4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal</p>

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	will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.
	4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.
	4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.
	4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.
	5. SCHEDULING AND NOMINATIONS
	5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time three days prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.
	5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and or contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.
	6. APPLICATION OF GENERAL TERMS AND CONDITIONS
	6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.
	6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.
	6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.
	7. RECEIPT OF GAS FOR TRANSPORT
	7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's upstream delivery pipelines.
	7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.
	8. WARRANTY OF TITLE
	8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.
	9. UNACCEPTABLE QUANTITIES
	9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas that exceeds the available capacity of Company's facilities.

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	<p>10. GAS TRANSPORTED BY COMPANY</p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to Company's upstream delivery pipelines. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>11. FACILITIES</p> <p>11.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Telemetry is required for service under these General Terms. On and after January 1, 2007, if Company does not have telemetry at the Receipt Point, upon execution of the Agreement, Company shall install telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper will reimburse Company or cause Company to be reimbursed for the full, installed cost of such telemetry.</p> <p>11.2 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines, if required. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary.</p>
T and C 1B	<p>Continuation of T and C 1A 12. BALANCING 12.1 General Intent: These balancing provisions are in recognition of the fact that each Shipper is responsible for balancing the receipts and deliveries according to its Transportation Service Agreement. It shall be the Shipper's responsibility to cause gas to be delivered to Company as scheduled at the receipt point(s) and cause gas to be taken at the delivery point(s) in accordance with the applicable schedule nominations. 12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical. 12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances. 12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required. 12.5 Daily Imbalances During Critical Period Events 12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its pipeline system, or (ii) adversely affect Company's cost of gas purchased for resale to its sales service customers, if any, then the Company may declare a Critical Period Event. Critical Period Event can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its pipeline system. 12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price. 12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement. 12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price. 12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred. 12.6 Multi-day Imbalances 12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by</p>

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

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

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled. 15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease. 15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. 15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate. 16. LIMITATIONS OF LIABILITY AND FORCE MEJEURE 16.1 Limitations of Liability 16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends. 16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES. 16.2 Force Majeure 16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch. 16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty. 16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

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

CURRENT RATE COMPONENT

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

RATE ADJUSTMENT PROVISIONS:

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

TARIFF CODE: TT RRC TARIFF NO: 22805

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
73277		MMBTU	\$.0000	10/01/2004	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 31563 **CONFIDENTIAL**					
73278		MMBTU	\$.0000	10/01/2004	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 31563 **CONFIDENTIAL**					
73279		MMBTU	\$.0000	10/01/2004	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 31563 **CONFIDENTIAL**					
73280		MMBTU	\$.0000	10/01/2004	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 31563 **CONFIDENTIAL**					
73281		MMBTU	\$.0000	10/01/2004	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 31563 **CONFIDENTIAL**					
73282		MMBTU	\$.0000	10/01/2004	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 31563 **CONFIDENTIAL**					
73283		MMBTU	\$.0000	10/01/2004	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 31563 **CONFIDENTIAL**					
73284		MMBTU	\$.0000	10/01/2004	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 31563 **CONFIDENTIAL**					
73285		MMBTU	\$.0000	10/01/2004	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 31563 **CONFIDENTIAL**					
73286		MMBTU	\$.0000	10/01/2004	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 31563 **CONFIDENTIAL**					

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

TARIFF CODE: TT RRC TARIFF NO: 22805

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
73287		MMBTU	\$.0000	10/01/2004	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 31563 **CONFIDENTIAL**					
73288		MMBTU	\$.0000	10/01/2004	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 31563 **CONFIDENTIAL**					
73289		MMBTU	\$.0000	10/01/2004	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 31563 **CONFIDENTIAL**					
73290		MMBTU	\$.0000	10/01/2004	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 31563 **CONFIDENTIAL**					
73291		MMBTU	\$.0000	10/01/2004	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 31563 **CONFIDENTIAL**					
73292		MMBTU	\$.0000	10/01/2004	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 31563 **CONFIDENTIAL**					
73293		MMBTU	\$.0000	10/01/2004	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 31563 **CONFIDENTIAL**					
73294		MMBTU	\$.0000	10/01/2004	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 31563 **CONFIDENTIAL**					
73295		MMBTU	\$.0000	10/01/2004	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 31563 **CONFIDENTIAL**					
73296		MMBTU	\$.0000	10/01/2004	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 31563 **CONFIDENTIAL**					

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

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

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
73297		MMBTU	\$.0000	10/01/2004	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 31563 **CONFIDENTIAL**					
73298		MMBTU	\$.0000	10/01/2004	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 31563 **CONFIDENTIAL**					
73299		MMBTU	\$.0000	10/01/2004	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 31563 **CONFIDENTIAL**					
73300		MMBTU	\$.0000	10/01/2004	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 31563 **CONFIDENTIAL**					
73301		MMBTU	\$.0000	10/01/2004	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 31563 **CONFIDENTIAL**					
73302		MMBTU	\$.0000	10/01/2004	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 31563 **CONFIDENTIAL**					
73303		MMBTU	\$.0000	10/01/2004	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 31563 **CONFIDENTIAL**					
73270	D	MMBTU	\$.0000	10/01/2004	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 31563 **CONFIDENTIAL**					
73276		MMBTU	\$.0000	10/01/2004	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 31563 **CONFIDENTIAL**					
73304		MMBTU	\$.0000	10/01/2004	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 31563 **CONFIDENTIAL**					

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

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

DELIVERY POINTS

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

TYPE SERVICE PROVIDED

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

RRC COID: 7710 COMPANY NAME: CENTERPOINT ENERGY INTRA P/L, LLC**TARIFF CODE: TT RRC TARIFF NO: 22805****TUC APPLICABILITY****FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

The parties are affiliated.

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

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

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

TARIFF CODE: TT **RRC TARIFF NO:** 22806

DESCRIPTION: Transmission Transportation **STATUS:** A

OPERATOR NO:

ORIGINAL CONTRACT DATE: 07/01/2002 **RECEIVED DATE:** 03/25/2010

INITIAL SERVICE DATE: **TERM OF CONTRACT DATE:** 07/01/2004

INACTIVE DATE: **AMENDMENT DATE:**

CONTRACT COMMENT: evergreen

REASONS FOR FILING

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

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): moving from 6636 to 7710 company

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
31565	**CONFIDENTIAL**	Y	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

TARIFF CODE: TT **RRC TARIFF NO:** 22806

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
T67	<p>AVAILABILITY This natural gas transportation rate schedule is available to a Transportation Customer at points of adequate capacity and suitable pressure on existing facilities of CenterPoint Energy Intrastate Pipelines, Inc. (hereinafter call Company).</p> <p>APPLICATION This natural gas transportation rate schedule is applicable to natural gas transportation service for a Transportation Customer where (i) Company and such Transportation Customer execute a contract or an amendment to a contract prior to July 1, 2002; (ii) Transportation Customer arranges for and/or causes delivery to Company at Company's facilities a load per day specified in the written contract contemplated hereby, and Company redelivers an Equivalent Quantity of Gas, as defined herein, to a Qualified Redelivery Point, as defined herein; and (iii) Company does not take title to or own the natural gas so transported under this Rate Schedule.</p> <p>NET MONTHLY RATE The Net Monthly Rate per MMBtu for gas redelivered by Company to the Transportation Customer at separate points of redelivery as specified in the written contract contemplated hereby shall be an amount equal to the sum of (i) the monthly capacity reservation fee equal to the MDQ multiplied by one dollar and eighty-two cents (\$1.82); (ii) the commodity fee per MMBtu shall equal the result of multiplying actual MMBtu received by Transporter by seven cents (\$0.07); plus (iii) applicable taxes, as defined herein.</p> <p>DEFINED TERMS 1. The term Equivalent Quantity of Gas shall mean that quantity of gas which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Transportation Customer to Company on any one day less, if applicable, a quantity attributable but not limited to Company's fuel use, line loss and shrinkage. Such quantity attributable but not limited to Company's fuel use, line loss and shrinkage shall be established by the provisions of the written contract contemplated hereby. 2. The term Qualified Redelivery Point shall mean a point specified in the written contract contemplated hereby (i) located on existing mains of said Company; (ii) where Company has sufficient capacity to transport and redeliver a load per day specified in the written contract contemplated hereby; and (iii) where the natural gas redelivered hereunder is for ultimate consumption at such plant site or facility and not for resale or sharing with others. 3. The term Applicable Taxes shall mean all taxes which may be levied upon and paid by Company, or which Company under contractual or legal obligation pays to the person or other company on which such taxes are levied, on or with respect to the gas redelivered hereunder.</p> <p>NATURAL GAS ACT Company shall not be obligated to transport any gas under this natural gas transportation rate schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act.</p> <p>WRITTEN CONTRACT Service under this natural gas transportation rate schedule is contingent upon a Transportation Customer being a party to a Gas Transportation Contract with the Company. This contract must be in a form and on terms and conditions acceptable to Company.</p> <p>MEASUREMENT The measurement of all gas redelivered to a Qualified Redelivery Point by Company on behalf of the Transportation Customer hereunder shall be in accordance with the provisions of the written contract contemplated hereby.</p> <p>GROSS HEATING VALUE The gross heating value of all gas redelivered to a Qualified Redelivery Point by Company on behalf of the Transportation Customer hereunder shall be in accordance with the provisions of the written contract contemplated hereby.</p> <p>BILLING AND PAYMENT The billing and payment of all gas redelivered to a Qualified Redelivery Point by Company on behalf of the Transportation Customer hereunder shall be in accordance with the provisions of the written contract contemplated hereby.</p> <p>BALANCING The Transportation Customer shall use its best efforts to deliver or cause delivery of the gas contemplated hereunder at the points of delivery each day at the same rate at which gas is redelivered hereunder at the point of redelivery during each day.</p> <p>RULES AND REGULATIONS Service under this natural gas transportation rate schedule shall be furnished in accordance with the provisions of the written contract contemplated hereby and Company's General Rules and Regulations, as such rules may be amended from time to time. The General Rules and Regulations shall be on file and available for inspection at Company's office.</p>

RATE ADJUSTMENT PROVISIONS:
None

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
73274	D	MMBTU	\$.0000	04/01/2009	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	31565	**CONFIDENTIAL**			

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

TARIFF CODE: TT **RRC TARIFF NO:** 22806

TYPE SERVICE PROVIDED

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

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

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

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

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

TARIFF CODE: TT RRC TARIFF NO: 22807

DESCRIPTION: Transmission Transportation **STATUS:** A

OPERATOR NO:

ORIGINAL CONTRACT DATE: 03/01/1994 **RECEIVED DATE:** 03/25/2010

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

INACTIVE DATE: **AMENDMENT DATE:**

CONTRACT COMMENT: evergreen

REASONS FOR FILING

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

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): move from 6636 to 7710 company

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
31567	**CONFIDENTIAL**	Y	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

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

CURRENT RATE COMPONENT

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

RATE ADJUSTMENT PROVISIONS:

None

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

TARIFF CODE: TT RRC TARIFF NO: 22807

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
73291	D	MMBTU	\$.0000	10/01/2004	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	31567	**CONFIDENTIAL**			

TYPE SERVICE PROVIDED

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

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

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

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

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

TARIFF CODE: TT RRC TARIFF NO: 22808

DESCRIPTION: Transmission Transportation **STATUS:** A

OPERATOR NO:

ORIGINAL CONTRACT DATE: **RECEIVED DATE:** 03/25/2010

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

INACTIVE DATE: **AMENDMENT DATE:**

CONTRACT COMMENT: evergreen

REASONS FOR FILING

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

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): move from 6636 to 7710

CUSTOMERS

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

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

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
UT-26	<p data-bbox="284 357 1502 472">AVAILABILITY Service under this natural gas rate schedule shall be available only to a State Agency Transportation Customer, as defined in this rate schedule, where such State Agency Transportation Customer delivers natural gas to CENTERPOINT ENERGY INTRASTATE PIPELINES, INC. (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in Jefferson County, Texas.</p> <p data-bbox="284 493 1502 661">APPLICATION This natural gas rate schedule is applicable to gas transportation service for a State Agency Transportation Customer, where (i) a written contract has been executed after March 15, 1994 between Company and the State Agency Transportation Customer; (ii) the State Agency Transportation Customer arranges for and causes delivery of State Royalty Gas, as defined in this rate schedule, to the Company at a point or points of delivery of adequate capacity and suitable pressure acceptable to Company, in its sole discretion, and Company redelivers an Equivalent Quantity of Natural Gas, as defined in this rate schedule, to a Qualified Redelivery Point, as defined in this rate schedule; and (iii) Company does not take title to or own the gas so transported.</p> <p data-bbox="284 682 1502 756">NET MONTHLY TRANSPORTATION RATE The Net Monthly Transportation Rate per MMBtu for gas redelivered hereunder shall be an amount equal to the sum of (i) forty cents (\$0.40) per MMBtu; plus (ii) applicable taxes, as defined in this rate schedule.</p> <p data-bbox="284 777 1502 1176">APPLICABLE TAXES The term applicable taxes shall mean the full amount Company is obligated to pay or would be obligated to pay for sales service of a similar character, on a per unit redelivered basis, of taxes, franchise fees or other charges (including existing taxes, new taxes, or existing taxes which are subsequently determined to be applicable) levied, assessed or fixed by any governmental authority against Company or its business, in connection with or attributable to the volume, quantity, full value or gross receipts from the transportation service contemplated herein. Such applicable taxes shall be divided into two (2) components as follows: (i) the full amount Company is obligated to pay or would be obligated to pay for sales service of a similar character, on a per unit redelivered basis, of taxes, franchise fees or other charges (including existing taxes, new taxes and existing taxes which are subsequently determined to be applicable) levied, assessed or fixed by any governmental authority against Company or its business, in connection with or attributable to the volume, quantity, value or gross receipts from the transportation charge as specified in the Net Monthly Transportation Rate clause hereinabove; (ii) the full amount Company is obligated to pay or would be obligated to pay for sales service of a similar character, on a per unit redelivered basis, of taxes, franchise fees or other charges (including existing taxes, new taxes and existing taxes which are subsequently determined to be applicable) levied, assessed or fixed by any governmental authority against Company or its business, in connection with or attributable to the total price per MMBtu paid for natural gas by the State Agency Transportation Customer for the natural gas redelivered to the Qualified Redelivery Point, as defined in this rate schedule, which shall include (i) either the amount paid by the State Agency Transportation Customer for the natural gas, or the amount assigned to the cost of such gas, plus (ii) all transportation and other similar fees with respect to such gas.</p> <p data-bbox="284 1197 1502 1627">DEFINITIONS 1. The term State Agency Transportation Customer shall mean the Texas General Land Office and School Land Board, acting by and through the Commissioner thereof. 2. The term State Royalty Gas shall mean natural gas produced on state lands or in state waters, which represents royalties due to the State of Texas, and which the State of Texas through the Commissioner of the Texas General Land Office, has the right to take, and has taken, in kind, along with any natural gas which the State of Texas or the State Agency Transportation Customer owns as make-up gas, which is to correct for any prior imbalances of deliveries (a) from wells located on state lands or in state waters or (b) from pipelines transporting gas for the State of Texas or the State Agency Transportation Customer. 3. The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the State Agency Transportation Customer to Company on any one day, less a quantity of natural gas equal to two percent (2%) for line loss and shrinkage when the State Agency Transportation Customer is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the State Agency Transportation Customer is located downstream of a farm tap meter station. 4. The term Qualified Redelivery Point shall mean a single facility of a State Agency Transportation Customer or facility located at only one location or at immediately contiguous locations served by one or more meters in Jefferson County, Texas.</p> <p data-bbox="284 1648 1502 1722">NATURAL GAS ACT Company shall not be obligated to transport any gas under this natural gas rate schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act.</p> <p data-bbox="284 1743 1502 1927">WRITTEN CONTRACT Service under this natural gas rate schedule shall be available only pursuant to a written contract between Company and the State Agency Transportation Customer, which provides, inter alia, that the State Agency Transportation Customer agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires. CURTAILMENT In the event of curtailment by Company of Company's customers, Company shall curtail the State Agency Transportation Customer or facility (without any liability to such State Agency Transportation Customer for damages or otherwise) at the point of redelivery in the same manner as Company's customers of the same classification based on Company's then prevailing curtailment schedule, and Company shall not curtail any State Agency Transportation Customer or facility at the point of redelivery unless such curtailment will benefit Company's customers;</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

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

CURRENT RATE COMPONENT

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

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

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

TYPE SERVICE PROVIDED

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

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

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

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

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

TARIFF CODE: TT RRC TARIFF NO: 22809

DESCRIPTION: Transmission Transportation **STATUS:** A

OPERATOR NO:

ORIGINAL CONTRACT DATE: 08/31/1993 **RECEIVED DATE:** 03/25/2010

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

INACTIVE DATE: **AMENDMENT DATE:**

CONTRACT COMMENT: evergreen

REASONS FOR FILING

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

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): move from 6636 to 7710

CUSTOMERS

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

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

CURRENT RATE COMPONENT

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

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

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

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

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

TYPE SERVICE PROVIDED

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

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

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

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

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

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

DESCRIPTION: Transmission Transportation **STATUS:** A

OPERATOR NO:

ORIGINAL CONTRACT DATE: 04/01/2005 **RECEIVED DATE:** 03/25/2010

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

INACTIVE DATE: **AMENDMENT DATE:**

CONTRACT COMMENT: evergreen

REASONS FOR FILING

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

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): moved from 6636 to 7710

CUSTOMERS

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7710

COMPANY NAME: CENTERPOINT ENERGY INTRA P/L, LLC

TARIFF CODE: TT

RRC TARIFF NO: 22811

CURRENT RATE COMPONENT

RATE COMP. IDDESCRIPTION

CEIP T-100

AVAILABILITY

This natural gas transportation rate schedule is available to a Transportation Customer at points of adequate capacity and suitable pressure on existing facilities of CenterPoint Energy Intrastate Pipeline (hereinafter called Company) in the City of Houston, Harris County.

APPLICATION

This natural gas transportation rate schedule is applicable to natural gas transportation service for a Transportation Customer where (i) Company and such Transportation Customer execute a contract or an amendment to a contract on or after April 1, 2005; (ii) Transportation Customer arranges for and/or causes delivery of an average load of 1,000 MMBtu per day of Transportation Customer's natural gas to Company at Company's facilities at Kinder Morgan Texas Pierce Junction Meter Station, and Company redelivers an Equivalent Quantity of Gas, as defined herein, to the Qualified Redelivery Point at Entex Medical Center City Gate, as defined herein; and (iii) Company does not take title to or own the natural gas so transported under this Rate Schedule.

NET MONTHLY RATE

The Net Monthly Rate per MMBtu for gas redelivered by Company to the Transportation Customer hereunder shall be an amount equal to the sum of (i) five cents (\$0.05) per MMBtu plus (ii) applicable taxes, as defined herein.

DEFINED TERMS

1. The term Equivalent Quantity of Gas shall mean that quantity of gas which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Transportation Customer to Company on any one day less, if applicable, a quantity attributable but not limited to Company's fuel use, line loss and shrinkage, where such quantity attributable, but not limited to, fuel use, line loss and shrinkage shall be established in the written contract contemplated herein.

2. The term Qualified Redelivery point shall mean a single redelivery point at Entex Medical Center City Gate in Harris County, Texas (i) located on existing mains of said Company; (ii) served by one or more meters; and (iii) where Company has sufficient capacity to transport and redeliver an average load of 1,000 MMBtu per day. 2. The term Applicable Taxes shall mean the full amount payable by the Company, on a per unit redelivered basis, of taxes, franchise fees or charges (including existing taxes, new taxes and existing taxes which are subsequently determined to be applicable) levied, assessed or fixed by any governmental authority against Company or its business, and payable by Company in connection with or attributable to the volume, quantity, value or gross receipts from the transportation contemplated hereby.

NATURAL GAS ACT

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

WRITTEN CONTRACT

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

CURTAILMENT

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

MEASUREMENT

The measurement of all gas redelivered to the a Qualified Redelivery Point by Company on behalf of the Transportation Customer hereunder shall be in accordance with the provisions of the written contract contemplated hereby.

GROSS HEATING VALUE

The gross heating value of all gas redelivered to the a Qualified Redelivery Point by Company on behalf of the Transportation Customer hereunder shall be in accordance with the provisions of the written contract contemplated hereby.

BILLING AND PAYMENT

The billing and payment of all gas redelivered to the a Qualified Redelivery Point by Company on behalf of the Transportation Customer hereunder shall be in accordance with the provisions of the written contract contemplated hereby.

BALANCING

The Transportation Customer shall use its best efforts to deliver or cause delivery of the gas contemplated hereunder at the points of delivery each day at the same rate at which gas is redelivered hereunder at the point of redelivery during each day.

RULES AND REGULATIONS

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

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

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

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

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

TYPE SERVICE PROVIDED

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

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

The parties are affiliated.

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

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

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

TARIFF CODE: TT **RRC TARIFF NO:** 22812

DESCRIPTION: Transmission Transportation **STATUS:** A

OPERATOR NO:

ORIGINAL CONTRACT DATE: **RECEIVED DATE:** 03/28/2012

INITIAL SERVICE DATE: 08/01/2008 **TERM OF CONTRACT DATE:** 09/01/2010

INACTIVE DATE: **AMENDMENT DATE:**

CONTRACT COMMENT: evergreen

REASONS FOR FILING

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

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): replacing customer 31172 with 33547

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
33547	**CONFIDENTIAL**	Y	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

TARIFF CODE: TT **RRC TARIFF NO:** 22812

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
T and C 1A	<p>1. APPLICABILITY 1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY INTRASTATE PIPELINES, INC. (Company) under the following rate schedule(s): Rate Schedules T-110 and T-111</p> <p>2. DEFINITIONS 2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p>2.4 The term Btu shall mean British Thermal Unit.</p> <p>2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.7 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.8 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; and (c) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.9 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.10 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.11 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.12 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.13 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of Lost and Unaccounted for Gas and Fuel, if any, specified in the Agreement.</p> <p>2.14 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.</p> <p>2.15 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</p> <p>2.16 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.</p> <p>2.17 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.18 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering Gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the Gas, purchase price of the Gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any</p>

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agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

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

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

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

3. APPLICATION FOR SERVICE

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

3.2 Unless waived by Company, if a Shipper fails to execute and return to Company the Transportation Service Agreement which accurately reflects the Shipper's submitted request for service within ten (10) Business Days after such agreement is tendered by Company for execution, then Shipper's request and the Transportation Service Agreement shall be null and void. In all other circumstances, unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

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

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

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

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company. 3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

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

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

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

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

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6: 3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

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

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

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby

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	irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.
4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT	
4.1	A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.
4.2	All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.
4.3	All approved Shippers must submit an Exhibit A for any of the following:
4.3.1	A request to initiate transportation service at a specified Delivery Point;
4.3.2	A request to increase the MDQ, MHQ or AVL under an existing Exhibit A Addendum to a Transportation Service Agreement;
4.3.3	A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A Addendum to a Transportation Service Agreement; or
4.3.4	A request by an existing Shipper to extend a renew an existing Exhibit A Addendum to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.
4.4	An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:
4.4.1	Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;
4.4.2	Gas Quantities: 4.4.2.1 The MDQ;
4.4.2.2	The MHQ; and 4.4.2.3 The AVL;
4.4.3	The Receipt Point(s) and Delivery Point(s);
4.4.4	Term of Service - Shipper or potential Shipper must request a minimum term of one year to initiate service or add a new Receipt Point or Delivery Point;
4.4.5	Identity of End-use Customer - the name, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;
4.4.6	Upstream Pipeline Contact Information for Confirmations
4.4.7	Indexes and Lost and Unaccounted for Gas:
4.4.7.1	Applicable Daily Index;
4.4.7.2	Applicable Alternative Daily Index;
4.4.7.3	Cash-out Index; and
4.4.7.4	Lost and Unaccounted For Gas and Fuel as a Percent of Gas Received at Receipt Point
4.4.8	Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation.
4.5	Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal

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	will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.
	4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.
	4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.
	4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.
	5. SCHEDULING AND NOMINATIONS
	5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time three days prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.
	5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and or contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.
	6. APPLICATION OF GENERAL TERMS AND CONDITIONS
	6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.
	6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.
	6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.
	7. RECEIPT OF GAS FOR TRANSPORT
	7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's upstream delivery pipelines.
	7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.
	8. WARRANTY OF TITLE
	8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.
	9. UNACCEPTABLE QUANTITIES
	9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas that exceeds the available capacity of Company's facilities.

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	<p>10. GAS TRANSPORTED BY COMPANY</p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to Company's upstream delivery pipelines. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>11. FACILITIES</p> <p>11.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Telemetry is required for service under these General Terms. On and after January 1, 2007, if Company does not have telemetry at the Receipt Point, upon execution of the Agreement, Company shall install telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper will reimburse Company or cause Company to be reimbursed for the full, installed cost of such telemetry.</p> <p>11.2 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines, if required. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary.</p>
T and C 1B	<p>Continuation of T and C 1A 12. BALANCING 12.1 General Intent: These balancing provisions are in recognition of the fact that each Shipper is responsible for balancing the receipts and deliveries according to its Transportation Service Agreement. It shall be the Shipper's responsibility to cause gas to be delivered to Company as scheduled at the receipt point(s) and cause gas to be taken at the delivery point(s) in accordance with the applicable schedule nominations. 12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical. 12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances. 12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required. 12.5 Daily Imbalances During Critical Period Events 12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its pipeline system, or (ii) adversely affect Company's cost of gas purchased for resale to its sales service customers, if any, then the Company may declare a Critical Period Event. Critical Period Event can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its pipeline system. 12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price. 12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement. 12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price. 12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred. 12.6 Multi-day Imbalances 12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by</p>

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

TARIFF CODE: TT **RRC TARIFF NO:** 22812

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled. 15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease. 15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. 15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate. 16. LIMITATIONS OF LIABILITY AND FORCE MEJEURE 16.1 Limitations of Liability 16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends. 16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES. 16.2 Force Majeure 16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch. 16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty. 16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

TARIFF CODE: TT **RRC TARIFF NO:** 22812

CURRENT RATE COMPONENT

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

RATE ADJUSTMENT PROVISIONS:

None

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

TARIFF CODE: TT **RRC TARIFF NO:** 22812

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
73270	D	MMBTU	\$.0000	01/01/2007	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	33547	**CONFIDENTIAL**			

TYPE SERVICE PROVIDED

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

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

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

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

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

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

DESCRIPTION: Transmission Transportation **STATUS:** A

OPERATOR NO:

ORIGINAL CONTRACT DATE: **RECEIVED DATE:** 11/23/2010

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

INACTIVE DATE: **AMENDMENT DATE:**

CONTRACT COMMENT: evergreen

REASONS FOR FILING

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

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): Identify customer as an affiliate

CUSTOMERS

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

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

CURRENT RATE COMPONENT

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

RATE ADJUSTMENT PROVISIONS:
None

DELIVERY POINTS

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

TYPE SERVICE PROVIDED

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

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

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

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

The parties are affiliated.

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

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

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

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

DESCRIPTION: Transmission Transportation **STATUS:** A

OPERATOR NO:

ORIGINAL CONTRACT DATE: **RECEIVED DATE:** 03/10/2014

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

INACTIVE DATE: **AMENDMENT DATE:**

CONTRACT COMMENT: None

REASONS FOR FILING

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

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): Administrative Oversight

CUSTOMERS

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

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

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
UT-3	<p data-bbox="284 357 1502 451">AVAILABILITY Service under this natural gas transportation rate schedule is available to any Transportation Customer at existing city gate stations of adequate capacity and suitable pressure in Polk and Angelina Counties, Texas served by CENTERPOINT ENERGY INTRASTATE PIPELINES, INC. (herein Company).</p> <p data-bbox="284 472 1502 661">APPLICATION This natural gas transportation rate schedule is applicable to general natural gas transportation service for any Transportation Customer where (i) Company and such Transportation customer execute a contract or an amendment to a contract on or before January 15, 1981; (ii) where Transportation Customer arranges for and/or causes delivery to Company at Company's facilities a load not to exceed the maximum load specified in the gas sales contract between Company's Transportation Customer and/or End-Use Buyer, as defined in this rate schedule, and Company redelivers an Equivalent Quantity of Natural Gas, as defined in this rate schedule, to an End-use Buyer, as defined in this rate schedule, at a Qualified Redelivery Point, as defined in this rate schedule; and (iii) Company does not take title to or own the natural gas so transported under this rate schedule.</p> <p data-bbox="284 682 1502 735">NET MONTHLY RATE The Net Monthly Rate per MMBtu for gas redelivered under this rate schedule shall be four cents (\$0.04) per MMBtu.</p> <p data-bbox="284 756 1502 1113">DEFINED TERMS 1. The term Equivalent Quantity of Natural Gas shall mean that quantity of gas which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Transportation Customer to Company on any one day less, if applicable, a quantity attributable but not limited to Company's fuel use, line loss and shrinkage. Such quantity of natural gas attributable but not limited to Company's fuel use, line loss and shrinkage shall be established by the provisions of the written contract contemplated hereby. 2. The term End-use Buyer shall mean any buyer of natural gas transported hereunder who receives such gas at a Qualified Redelivery Point, as defined in this rate schedule, for ultimate consumption and not for resale. Such End-use Buyer shall not be a customer of Company and shall have, in existence, a valid gas sales contract with Company's Transportation Customer executed for the time period contemplated by this rate schedule. 3. The term Qualified Redelivery Point shall mean a point specified in the written contract contemplated hereby (i) located on existing facilities of Company; (ii) where Company has sufficient capacity to transport and redeliver a load per day specified in the written contract contemplated hereby; and (iii) where the natural gas redelivered hereunder is for ultimate consumption of an End-use Buyer, as defined in this rate schedule, and not for resale or sharing with others.</p> <p data-bbox="284 1134 1502 1207">NATURAL GAS ACT Company shall not be obligated to transport any gas under this natural gas transportation schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act.</p> <p data-bbox="284 1228 1502 1323">WRITTEN CONTRACT Service under this natural gas transportation rate schedule is contingent upon a Transportation Customer being a party to a Gas Transportation Contract with Company. This Transportation Contract must be in a form and on terms and conditions acceptable to Company.</p> <p data-bbox="284 1344 1502 1512">CURTAILMENT In the event of curtailment by Company of Company's sales customers, Company shall curtail the Transportation Customer (without any liability to such Transportation Customer for damages or otherwise) at the point(s) of redelivery in the same manner as Company's sales customers of the same classification. Company shall not curtail any Transportation Customer at the point(s) of redelivery unless such curtailment will benefit Company's sales customers; provided, however, if any regulatory authority having jurisdiction over Company, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order.</p> <p data-bbox="284 1533 1502 1606">MEASUREMENT The measurement of natural gas redelivered by Company on behalf of a Transportation Customer to an End-use Buyer shall be in accordance with the provisions of the written contract contemplated hereinabove.</p> <p data-bbox="284 1627 1502 1701">GROSS HEATING VALUE The gross heating value of natural gas redelivered by Company on behalf of a Transportation Customer to an End-use Buyer shall be in accordance with the provisions of the written contract contemplated hereinabove.</p> <p data-bbox="284 1722 1502 1795">BILLING AND PAYMENT The billing and payment of natural gas redelivered by Company on behalf of a Transportation Customer to an End-use Buyer shall be in accordance with the provisions of the written contract contemplated hereinabove.</p> <p data-bbox="284 1816 1502 1890">BALANCING Company will use its best efforts to redeliver the natural gas contemplated hereunder at the points of redelivery each day at the same rate at which Company is receiving gas hereunder at the points of delivery during each day.</p> <p data-bbox="284 1911 1502 1927">RULES AND REGULATIONS</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

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

CURRENT RATE COMPONENT

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

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

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

TYPE SERVICE PROVIDED

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

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.
 I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

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

DESCRIPTION: Transmission Transportation **STATUS:** A

OPERATOR NO:

ORIGINAL CONTRACT DATE: **RECEIVED DATE:** 03/10/2014

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

INACTIVE DATE: **AMENDMENT DATE:**

CONTRACT COMMENT: None

REASONS FOR FILING

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

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): Administrative Oversight

CUSTOMERS

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

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

CURRENT RATE COMPONENT

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

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

CURRENT RATE COMPONENT

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

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

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

TYPE SERVICE PROVIDED

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

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.
 I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

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

TARIFF CODE: TT **RRC TARIFF NO:** 26675

DESCRIPTION: Transmission Transportation **STATUS:** A

OPERATOR NO:

ORIGINAL CONTRACT DATE: **RECEIVED DATE:** 03/27/2014

INITIAL SERVICE DATE: 08/01/2012 **TERM OF CONTRACT DATE:**

INACTIVE DATE: **AMENDMENT DATE:**

CONTRACT COMMENT: evergreen

REASONS FOR FILING

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

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): Administrative Oversight.

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
31172	**CONFIDENTIAL**	Y	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

TARIFF CODE: TT **RRC TARIFF NO:** 26675

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
T-110	<p>AVAILABILITY This natural gas transportation rate schedule is available to a Transportation Customer at points of adequate capacity and suitable pressure on existing facilities of CenterPoint Energy Intrastate Pipelines, Inc. (hereinafter called Company).</p> <p>APPLICATION This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement (Agreement) has been executed after January 1, 2007 between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point; and (d) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms).</p> <p>NET MONTHLY RATE The Net Monthly Rate for gas transported under this Rate Schedule shall be a monthly service charge of \$500.00 plus a rate per MMBtu for all gas transported and delivered to the facilities of an End-use Customer during a billing period equal to the sum of: (i) First 3,000 MMBtu @ \$0.75 per MMBtu Over 3,000 MMBtu @ \$0.18 per MMBtu; plus (ii) Payments To Governmental Authorities, as defined in this Rate Schedule and the General Terms.</p> <p>PAYMENTS TO GOVERNMENTAL AUTHORITIES In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.</p> <p>OTHER CHARGES Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to telemetering and imbalances.</p> <p>BILLING AND PAYMENT Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may, upon five (5) days written notice to Shipper, suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT The parties shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p>
T and C 1A	<p>1. APPLICABILITY 1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY INTRASTATE PIPELINES, INC. (Company) under the following rate schedule(s): Rate Schedules T-110 and T-111</p> <p>2. DEFINITIONS</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

TARIFF CODE: TT **RRC TARIFF NO:** 26675

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.
	2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.
	2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.
	2.4 The term Btu shall mean British Thermal Unit.
	2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.
	2.6 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.
	2.7 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.
	2.8 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; and (c) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.
	2.9 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.
	2.10 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.
	2.11 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
	2.12 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.
	2.13 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of Lost and Unaccounted for Gas and Fuel, if any, specified in the Agreement.
	2.14 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.
	2.15 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.
	2.16 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.
	2.17 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.
	2.18 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering Gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the Gas, purchase price of the Gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.
	2.19 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7710

COMPANY NAME: CENTERPOINT ENERGY INTRA P/L, LLC

TARIFF CODE: TT

RRC TARIFF NO: 26675

CURRENT RATE COMPONENT

RATE COMP. IDDESCRIPTION

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

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

3. APPLICATION FOR SERVICE

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

3.2 Unless waived by Company, if a Shipper fails to execute and return to Company the Transportation Service Agreement which accurately reflects the Shipper's submitted request for service within ten (10) Business Days after such agreement is tendered by Company for execution, then Shipper's request and the Transportation Service Agreement shall be null and void. In all other circumstances, unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

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

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

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

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company. 3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

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

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

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

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

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6: 3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

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

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

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

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7710	COMPANY NAME: CENTERPOINT ENERGY INTRA P/L, LLC
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TARIFF CODE: TT	RRC TARIFF NO: 26675
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	Exhibit A requesting transportation services to a specified Delivery Point.
	4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.
	4.3 All approved Shippers must submit an Exhibit A for any of the following:
	4.3.1 A request to initiate transportation service at a specified Delivery Point;
	4.3.2 A request to increase the MDQ, MHQ or AVL under an existing Exhibit A Addendum to a Transportation Service Agreement;
	4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A Addendum to a Transportation Service Agreement; or
	4.3.4 A request by an existing Shipper to extend a renew an existing Exhibit A Addendum to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.
	4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:
	4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;
	4.4.2 Gas Quantities: 4.4.2.1 The MDQ;
	4.4.2.2 The MHQ; and 4.4.2.3 The AVL;
	4.4.3 The Receipt Point(s) and Delivery Point(s);
	4.4.4 Term of Service - Shipper or potential Shipper must request a minimum term of one year to initiate service or add a new Receipt Point or Delivery Point;
	4.4.5 Identity of End-use Customer - the name, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;
	4.4.6 Upstream Pipeline Contact Information for Confirmations
	4.4.7 Indexes and Lost and Unaccounted for Gas:
	4.4.7.1 Applicable Daily Index;
	4.4.7.2 Applicable Alternative Daily Index;
	4.4.7.3 Cash-out Index; and
	4.4.7.4 Lost and Unaccounted For Gas and Fuel as a Percent of Gas Received at Receipt Point
	4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation.
	4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.
	4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.
	4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7710	COMPANY NAME: CENTERPOINT ENERGY INTRA P/L, LLC
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TARIFF CODE: TT	RRC TARIFF NO: 26675
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>inadequate capacity or facilities.</p> <p>4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.</p> <p>5. SCHEDULING AND NOMINATIONS</p> <p>5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time three days prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.</p> <p>5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and or contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.</p> <p>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</p> <p>6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> <p>7. RECEIPT OF GAS FOR TRANSPORT</p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's upstream delivery pipelines.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>8. WARRANTY OF TITLE</p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p>9. UNACCEPTABLE QUANTITIES</p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas that exceeds the available capacity of Company's facilities.</p> <p>10. GAS TRANSPORTED BY COMPANY</p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to Company's upstream delivery pipelines. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

TARIFF CODE: TT **RRC TARIFF NO:** 26675

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
T and C 1B	<p>tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>11. FACILITIES</p> <p>11.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Telemetering is required for service under these General Terms. On and after January 1, 2007, if Company does not have telemetry at the Receipt Point, upon execution of the Agreement, Company shall install telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper will reimburse Company or cause Company to be reimbursed for the full, installed cost of such telemetry.</p> <p>11.2 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines, if required. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary.</p> <p>Continuation of T and C 1A 12. BALANCING 12.1 General Intent: These balancing provisions are in recognition of the fact that each Shipper is responsible for balancing the receipts and deliveries according to its Transportation Service Agreement. It shall be the Shipper's responsibility to cause gas to be delivered to Company as scheduled at the receipt point(s) and cause gas to be taken at the delivery point(s) in accordance with the applicable schedule nominations. 12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical. 12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances. 12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required. 12.5 Daily Imbalances During Critical Period Events 12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its pipeline system, or (ii) adversely affect Company's cost of gas purchased for resale to its sales service customers, if any, then the Company may declare a Critical Period Event. Critical Period Event can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its pipeline system. 12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price. 12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement. 12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price. 12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred. 12.6 Multi-day Imbalances 12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance. 12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or</p>

GAS SERVICES DIVISION

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RRC COID: 7710	COMPANY NAME: CENTERPOINT ENERGY INTRA P/L, LLC
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	<p>month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ. 12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with any of Company's upstream transportation or storage services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors. 12.7 Monthly Imbalances 12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150% 12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. 12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively. 12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement. 13. BILLING AND PAYMENT 13.1 Company shall invoice Shipper on or before the 15th day of each month (Billing Date) for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available. 13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date. 13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section. 13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate. 13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy. 14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company. 15. EVENT OF DEFAULT AND EARLY TERMINATION 15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors; 15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; 15.1.3 otherwise become bankrupt or insolvent (however evidenced); 15.1.4 be unable to pay its debts as they fall due; 15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; 15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract; 15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company; 15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or 15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled. 15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease. 15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

TARIFF CODE: TT **RRC TARIFF NO:** 26675

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<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. 15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate. 16. LIMITATIONS OF LIABILITY AND FORCE MEJEURE 16.1 Limitations of Liability 16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends. 16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES. 16.2 Force Majeure 16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch. 16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty. 16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p>

RATE ADJUSTMENT PROVISIONS:

None

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

TARIFF CODE: TT RRC TARIFF NO: 26675

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
73270	D	MMBTU	\$.0000	08/01/2008	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	31172	**CONFIDENTIAL**			
73307	D	MMBTU	\$.0000	04/01/2012	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	31172	**CONFIDENTIAL**			

TYPE SERVICE PROVIDED

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

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

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

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

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

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

DESCRIPTION: Transmission Transportation **STATUS:** A

OPERATOR NO:

ORIGINAL CONTRACT DATE: **RECEIVED DATE:** 03/31/2014

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

INACTIVE DATE: **AMENDMENT DATE:**

CONTRACT COMMENT: None

REASONS FOR FILING

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

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): Administrative Oversight.

CUSTOMERS

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
T and C 1A	<p>1. APPLICABILITY 1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY INTRASTATE PIPELINES, INC. (Company) under the following rate schedule(s): Rate Schedules T-110 and T-111</p> <p>2. DEFINITIONS 2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p>2.4 The term Btu shall mean British Thermal Unit.</p> <p>2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.7 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.8 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; and (c) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.9 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.10 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.11 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.12 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.13 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of Lost and Unaccounted for Gas and Fuel, if any, specified in the Agreement.</p> <p>2.14 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.</p> <p>2.15 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</p> <p>2.16 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.</p> <p>2.17 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.18 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering Gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the Gas, purchase price of the Gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

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

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.19 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</p> <p>2.20 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.</p> <p>2.21 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p> <p>3. APPLICATION FOR SERVICE</p> <p>3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, if a Shipper fails to execute and return to Company the Transportation Service Agreement which accurately reflects the Shipper's submitted request for service within ten (10) Business Days after such agreement is tendered by Company for execution, then Shipper's request and the Transportation Service Agreement shall be null and void. In all other circumstances, unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms and Conditions as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to a minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</p> <p>3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company. 3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6: 3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have not significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby</p>

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	irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.
	4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT
	4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.
	4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.
	4.3 All approved Shippers must submit an Exhibit A for any of the following:
	4.3.1 A request to initiate transportation service at a specified Delivery Point;
	4.3.2 A request to increase the MDQ, MHQ or AVL under an existing Exhibit A Addendum to a Transportation Service Agreement;
	4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A Addendum to a Transportation Service Agreement; or
	4.3.4 A request by an existing Shipper to extend a renew an existing Exhibit A Addendum to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.
	4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:
	4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;
	4.4.2 Gas Quantities: 4.4.2.1 The MDQ;
	4.4.2.2 The MHQ; and 4.4.2.3 The AVL;
	4.4.3 The Receipt Point(s) and Delivery Point(s);
	4.4.4 Term of Service - Shipper or potential Shipper must request a minimum term of one year to initiate service or add a new Receipt Point or Delivery Point;
	4.4.5 Identity of End-use Customer - the name, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;
	4.4.6 Upstream Pipeline Contact Information for Confirmations
	4.4.7 Indexes and Lost and Unaccounted for Gas:
	4.4.7.1 Applicable Daily Index;
	4.4.7.2 Applicable Alternative Daily Index;
	4.4.7.3 Cash-out Index; and
	4.4.7.4 Lost and Unaccounted For Gas and Fuel as a Percent of Gas Received at Receipt Point
	4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation.
	4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal

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	<p>will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.</p> <p>4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.</p> <p>4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.</p> <p>4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.</p> <p>5. SCHEDULING AND NOMINATIONS</p> <p>5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time three days prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.</p> <p>5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and or contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.</p> <p>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</p> <p>6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> <p>7. RECEIPT OF GAS FOR TRANSPORT</p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's upstream delivery pipelines.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>8. WARRANTY OF TITLE</p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p>9. UNACCEPTABLE QUANTITIES</p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas that exceeds the available capacity of Company's facilities.</p>

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T-110	<p>10. GAS TRANSPORTED BY COMPANY 10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to Company's upstream delivery pipelines. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>11. FACILITIES 11.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Telemetry is required for service under these General Terms. On and after January 1, 2007, if Company does not have telemetry at the Receipt Point, upon execution of the Agreement, Company shall install telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper will reimburse Company or cause Company to be reimbursed for the full, installed cost of such telemetry.</p> <p>11.2 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines, if required. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary.</p> <p>AVAILABILITY This natural gas transportation rate schedule is available to a Transportation Customer at points of adequate capacity and suitable pressure on existing facilities of CenterPoint Energy Intrastate Pipelines, Inc. (hereinafter called Company).</p> <p>APPLICATION This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement (Agreement) has been executed after January 1, 2007 between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point; and (d) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms).</p> <p>NET MONTHLY RATE The Net Monthly Rate for gas transported under this Rate Schedule shall be a monthly service charge of \$500.00 plus a rate per MMBtu for all gas transported and delivered to the facilities of an End-use Customer during a billing period equal to the sum of: (i) First 3,000 MMBtu @ \$0.75 per MMBtu Over 3,000 MMBtu @ \$0.18 per MMBtu; plus (ii) Payments To Governmental Authorities, as defined in this Rate Schedule and the General Terms.</p> <p>PAYMENTS TO GOVERNMENTAL AUTHORITIES In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.</p> <p>OTHER CHARGES Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to telemetry and imbalances.</p> <p>BILLING AND PAYMENT Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may, upon five (5) days written notice to Shipper, suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT Company shall not be obligated to transport any gas under this schedule if such transportation would render</p>

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T and C 1B	<p>Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C.Section717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT The parties shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Continuation of T and C 1A 12. BALANCING 12.1 General Intent: These balancing provisions are in recognition of the fact that each Shipper is responsible for balancing the receipts and deliveries according to its Transportation Service Agreement. It shall be the Shipper's responsibility to cause gas to be delivered to Company as scheduled at the receipt point(s) and cause gas to be taken at the delivery point(s) in accordance with the applicable schedule nominations. 12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical. 12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances. 12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required. 12.5 Daily Imbalances During Critical Period Events 12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its pipeline system, or (ii) adversely affect Company's cost of gas purchased for resale to its sales service customers, if any, then the Company may declare a Critical Period Event. Critical Period Event can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its pipeline system. 12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price. 12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement. 12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price. 12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred. 12.6 Multi-day Imbalances 12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance. 12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or</p>

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

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

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. 15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate. 16. LIMITATIONS OF LIABILITY AND FORCE MEJEURE 16.1 Limitations of Liability 16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends. 16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES. 16.2 Force Majeure 16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch. 16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty. 16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p>

RATE ADJUSTMENT PROVISIONS:

None

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

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

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
73270	D	MMBTU	\$.0000	09/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	34909	**CONFIDENTIAL**			
86914	D	MMBtu	\$.0000	09/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	34909	**CONFIDENTIAL**			

TYPE SERVICE PROVIDED

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

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

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

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