

**CENTERPOINT ENERGY RESOURCES CORP.  
TRANSPORTATION SERVICE AGREEMENT**

This TRANSPORTATION SERVICE AGREEMENT, hereinafter referred to as "Agreement," is made and entered into on this 1<sup>st</sup> day of \_\_\_\_\_, 20\_\_\_\_, by and between CenterPoint Energy Resources Corp., hereinafter called "Company," and \_\_\_\_\_, hereinafter called "Shipper."

In consideration of the mutual covenants herein contained, the parties hereto agree that Company shall transport for Shipper, and Shipper shall furnish, or cause to be furnished, to Company natural gas for such transportation during the term hereof, at the rates and on the terms and conditions hereinafter provided.

**(1) TERM, QUANTITIES, RECEIPT AND DELIVERY POINTS**

This Agreement shall be in effect for a primary term of one (1) year and shall automatically renew itself for successive one year periods. Either party shall give written notice of termination to the other at least sixty (60) days prior to the expiration of the primary term or any succeeding renewal term. Quantities, Receipt and Delivery Points shall be as reflected in Exhibit A of this Agreement which is attached hereto and made a part hereof. On any day, Company shall not be obligated to receive or deliver quantities of gas at any receipt or delivery point in excess of the (MDQ) set forth in Exhibit A. Shipper may deliver or cause to be delivered to Company at the Receipt Point quantities of gas described in Exhibit A, and Company shall redeliver thermally equivalent quantities at the Delivery Points described in Exhibit A excluding a quantity of gas for Fuel Use and Lost and Unaccounted For Gas indicated therein.

**(2) RATE**

Shipper shall pay, or cause to be paid, to Company each month for all services provided hereunder the charges specified in the applicable RATE SCHEDULE.

**(3) ADDRESSES**

Notices, Confirmations to Shipper	Notices and Nominations to CenterPoint
Nominations: Primary: <i>(Shippers E-mail Address)</i>  Notices:	Nominations: Primary <a href="https://quorum.centerpointenergy.com">https://quorum.centerpointenergy.com</a> Notices: <ul style="list-style-type: none"> <li>• (713) 207-4145  <a href="mailto:melissa.shinnick@centerpointenergy.com">melissa.shinnick@centerpointenergy.com</a></li> <li>• (713) 207-4218  <a href="mailto:charles.mcferrin@centerpointenergy.com">charles.mcferrin@centerpointenergy.com</a></li> </ul>

Secondary and General Correspondence: <i>(Shipper's Mailing Address, Fax and Telephone number)</i>	Secondary and General Correspondence: <ul style="list-style-type: none"> <li>• (713) 207-3842</li> <li>• <a href="mailto:jarrett.simon@centerpointenergy.com">jarrett.simon@centerpointenergy.com</a></li> </ul>
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**(4) BILLING AND PAYMENT**

All bills shall be rendered to Shipper's Billing Address appearing in Exhibit A. Shipper shall pay all bills by wire transfer to Company at:

JPMorgan Chase Bank, N.A  
 New York  
 ABA: 021000021  
 Account: 0010-327-5658  
 Account Name: CenterPoint Energy Entex

In accordance with Section 13 of the General Terms, if Shipper fails to pay within five (5) business days after the date payment is due all of the amount of any bill for service rendered by Company hereunder, Company, upon five (5) days notice to Shipper, may suspend further receipt and/or delivery of gas until such past due amount is paid, or satisfactory credit arrangements have been made in accordance with Section 14 of the General Terms. If Shipper fails to pay or make satisfactory credit arrangements within such five (5) days notice period, Company, in addition to any other remedy it may, have hereunder, may, upon thirty (30) days written notice to Shipper, terminate this Agreement and cease further receipt and/or delivery of gas on behalf of Shipper.

**(5) TERMINATION**

Upon termination of this Agreement for any reason, Shipper agrees to stop delivering gas to Company for transportation hereunder. In addition, upon termination of this Agreement, Shipper agrees that it will thereafter make no further demand for service and agrees to the abandonment of service hereunder. Company agrees that it will make no further demand for the continuation of services or any payment related thereto, other than payments which are due with respect to any services previously provided, or with respect to any capacity assignment as provided for pursuant to the appropriate Rate Schedule.

Termination of this Agreement shall not relieve either party of any obligation that might otherwise exist to correct any volume imbalance hereunder nor relieve Shipper of its obligation to pay any monies due hereunder to Company.

## **(6) RATE SCHEDULES AND GENERAL TERMS**

Service hereunder shall be provided pursuant to the provisions of the applicable Rate Schedule as well as the General Terms and Conditions in effect from time to time, and such provisions are incorporated herein by this reference. Any curtailment of transportation service hereunder shall be in accordance with the priorities set out in the General Terms. Company shall have the right to determine the priority and/or scheduling of the transportation service under this Agreement and to revise the priority and/or scheduling of this transportation service from time to time.

Company shall have the right at any time and from time to time to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, as set forth in the applicable Rate Schedule and in the General Terms and Conditions, in accordance with applicable law.

In the event that Company places on file with the Commission another rate schedule which may be applicable to service rendered hereunder, then Company, at its option, may, from and after the effective date of such rate schedule, utilize such rate schedule in the performance of this Agreement. Such rate schedule or superseding rate schedule(s) and any revisions thereof which shall be filed and become effective shall apply to and be a part of this Agreement. Company shall have the right to propose, file and make effective with the Commission, or other body having jurisdiction, changes and revisions of any effective rate schedule(s) and/or General Terms, or to propose, file, and make effective superseding rate schedules and/or General Terms, for the purpose of changing the rates, charges, and other provisions thereof effective as to Shipper.

## **(7) ASSIGNMENT**

This Agreement shall not be assigned by Shipper in whole or in part without Company's prior written or electronic consent. In addition to all other rights and remedies, Company may terminate the Agreement immediately if it is assigned by Shipper without Company's consent, whether the assignment or contract be voluntary or by operation of law or otherwise. Subject to the above, the respective rights and obligations of the parties under the Agreement shall extend to and be binding upon their heirs, successors, assigns and legal representatives.

## **(8) NOTICES**

Each party shall notify the other in writing of the name, address, telephone number, telecopy number and e-mail address of the person or persons who shall have authority to act for such party in connection with this Agreement, and operating notices shall thereafter be served upon such person or persons.

This Agreement constitutes the entire agreement between the parties and no waiver, representation or agreement, oral or otherwise, shall affect the subject matter hereof unless

and until such waiver, representation or agreement is reduced to writing or, if Company permits or requires, otherwise memorialized via electronic means, and executed by authorized representatives of the parties. No waiver by either Shipper or Company of any one or more defaults by the other in performance of any of the provisions of the Agreement shall operate or be construed as a waiver of any other existing or future default or defaults, whether of a like or of a different character.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove first provided.

\_\_\_\_\_  
"SHIPPER"

CenterPoint Energy Resources Corp.  
"COMPANY"

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_